STATE FISCAL ACCOUNTABILITY AUTHORITY

Meeting of Tuesday, June 16, 2026 – 2:00 p.m.
Room 252, Edgar A. Brown Building

REGULAR SESSION AGENDA INDEX -- Page 1

Item	Agency	Subject
A.	**MEETING OF STATE FISCAL ACCOUNTABILITY AUTHORITY**	
B.	**ADOPTION OF PROPOSED AGENDA**	
C.	**MINUTES OF PREVIOUS MEETING**	
D.	**REGULAR SESSION**	
1.	State Treasurer's Office	Bond Counsel Selection
2.	Department of Administration, Facilities Management and Property Services	Permanent Improvement Projects
3.	Department of Administration, Facilities Management and Property Services	College of Charleston – 24 North Market Street Land Acquisition & 24 North Market Street (related demolition and construction project)
4.	Department of Administration, Facilities Management and Property Services	Easements
5.	Department of Administration, Facilities Management and Property Services	College of Charleston Student Housing, Charleston, SC
6.	Department of Administration, Facilities Management and Property Services	University of South Carolina Lease to Prisma Health of 3555 Harden Street Extension, Columbia, SC
7.	South Carolina Aeronautics Commission	South Carolina Aeronautics Commission – Aircraft Fleet Modernization
8.	Division of Procurement Services	Exempt South Carolina Aeronautics Commission's (Aeronautics) acquisition of a used aircraft from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the

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Item	Agency	Subject
		Procurement Code.
9.	Division of Procurement Services	South Carolina Vocational Rehabilitation – Exempt the South Carolina Vocational Rehabilitation Department's (SCVRD) acquisition of specialized supplies, information technology, medical needs, and services which are individualized for each customer from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.
10.	Division of Procurement Services	Coastal Carolina University – Approval of Contract Duration
11.	Division of Procurement Services	University of South Carolina – Approval of Contract Duration
12.	Patriots Point Development Authority	Report Regarding Lease to Patriots Annex, LLC
13.	Clemson University	Not Exceeding $153,000,000 of Clemson University Higher Education Revenue Refunding Bonds
14.	University of South Carolina	Not Exceeding $40,000,000 of General Obligation State Institution Refunding Bonds of the State of South Carolina (Issued on Behalf of the University of South Carolina)
15.	University of South Carolina	Not Exceeding $118,000,000 of University of South Carolina Athletic Facilities Revenue Bonds Refunding Series 2026

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Item	Agency	Subject
16.	Winthrop University and Department of Administration, Facilities Management and Property Services	Not Exceeding $55,500,000 Winthrop University Higher Education Revenue Bonds, Series 2026
17.	Executive Director	Revenue Bonds (State Housing Finance and Development Authority)
18.	State Fiscal Accountability Authority	Future Meeting

AGENCY: State Treasurer's Office

SUBJECT: Bond Counsel Selection

CONDUIT/OTHER ISSUES:

Description of Issue	Agency/Institution (Borrower)	Bond Counsel	Issuer's Counsel	Date STO Approved
$500,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Commercial Paper Revenue Notes; Prisma Health; Series 2026	Prisma Health Conduit: SCJEDA	Haynsworth Sinkler Boyd - Brad Love	Howell Linkous & Nettles - Alan Linkous, Sam Howell	3/18/2026
$6,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Educational Facilities Revenue Bonds; RISE Entrepreneurial Leadership Institute; Series 2026	RISE Entrepreneurial Leadership Institute Conduit: SCJEDA	Parker Poe - Ray Jones, Emily Luther, Emily Zackon	Pope Flynn - Joe Lucas	3/18/2026

GENERAL OBLIGATION / REVENUE ISSUES:

Description of Issue	Agency/Institution (Borrower)	Bond Counsel	Issuer's Counsel	Date STO Approved
$118,000,000; University of South Carolina, South Carolina Athletic Facilities Revenue Refunding Bonds; Series 2026 and 2027	University of South Carolina	Burr Forman - Michael Seezen	Issuer's Counsel to the University of South Carolina - Terry Parham	5/21/2026

AGENCY: State Treasurer's Office

SUBJECT: Bond Counsel Selection

$40,000,000; State of South Carolina General Obligation State Institution Bonds (Issued on Behalf the University of South Carolina), Series 2026	State of South Carolina (on behalf of the University of South Carolina)	Pope Flynn - Gary Pope	South Carolina Attorney General	5/13/2026
$500,000,000; South Carolina State Housing Finance & Development Authority Mortgage Revenue Bonds; Series 2026B	South Carolina State Housing Finance and Development Authority	Burr Forman - Rion Foley	Issuer's Counsel to SC State Housing Authority - Lee Ann Watson (General Counsel)	5/8/2026
$55,500,000; Winthrop University, South Carolina Higher Education Revenue Bonds; Series 2026	Winthrop University	Pope Flynn – Gary Pope	Issuer's Counsel to Winthrop University	5/6/2026
$153,000; Clemson University, South Carolina Higher Education Revenue Refunding Bonds; Series 2026	Clemson University	Pope Flynn - Gary Pope	Issuer's Counsel to Clemson University - Chip Hood (General Counsel)	5/6/2025

AUTHORITY ACTION REQUESTED:

In accord with Authority policy, receive the State Treasurer's Office report of bond counsel as information.

ATTACHMENTS:

Bond Counsel Selection Approved by the State Treasurer's Office

The State Treasurer advises the State Fiscal Accountability Authority, for informational purposes, of the firms selected and approved for its June 16, 2026 meeting:

CONDUIT/OTHER ISSUES:

Description of Issue	Agency/Institution (Borrower)	Bond Counsel	Issuer's Counsel	Date STO Approved
$500,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Commercial Paper Revenue Notes; Prisma Health; Series 2026	Prisma Health Conduit: SCJEDA	Haynsworth Sinkler Boyd - Brad Love	Howell Linkous & Nettles - Alan Linkous, Sam Howell	3/18/2026
$6,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Educational Facilities Revenue Bonds; RISE Entrepreneurial Leadership Institute; Series 2026	RISE Entrepreneurial Leadership Institute Conduit: SCJEDA	Parker Poe - Ray Jones, Emily Luther, Emily Zackon	Pope Flynn - Joe Lucas	3/18/2026

GENERAL OBLIGATION / REVENUE ISSUES:

Description of Issue	Agency/Institution (Borrower)	Bond Counsel	Issuer's Counsel	Date STO Approved
$118,000,000; University of South Carolina, South Carolina Athletic Facilities Revenue Refunding Bonds; Series 2026 and 2027	University of South Carolina	Burr Forman - Michael Seezen	Issuer's Counsel to the University of South Carolina - Terry Parham	5/21/2026
$40,000,000; State of South Carolina General Obligation State Institution Bonds (Issued on Behalf the University of South Carolina), Series 2026	State of South Carolina (on behalf of the University of South Carolina)	Pope Flynn - Gary Pope	South Carolina Attorney General	5/13/2026
$500,000,000; South Carolina State Housing Finance & Development Authority Mortgage Revenue Bonds; Series 2026B&C	South Carolina State Housing Finance and Development Authority	Burr Forman - Rion Foley	Issuer's Counsel to SC State Housing Authority - Lee Ann Watson (General Counsel)	5/8/2026
$55,500,000; Winthrop University, South Carolina Higher Education Revenue Bonds; Series 2026	Winthrop University	Pope Flynn - Gary Pope	Issuer's Counsel to Winthrop University	5/6/2026
$153,000; Clemson University, South Carolina Higher Education Revenue Refunding Bonds; Series 2026	Clemson University	Pope Flynn - Gary Pope	Issuer's Counsel to Clemson University - Chip Hood (General Counsel)	5/6/2025

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

The Authority is asked to approve the following permanent improvement project establishment requests and budget revisions as requested by the Department of Administration, Facilities Management and Property Services as noted herein. All items were reviewed favorably by the Joint Bond Review Committee (JBRC).

(a) Project: JBRC Item 1: College of Charleston
H15.9692: MUSC/CofC Center for Nursing Education

Request: Establish Phase I Pre-Design Budget to renovate the Robert Scott Small Building.

Included in CPIP: No – The collaboration between MUSC and CofC did not occur until after the 2025 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Capital Reserve (4), (Maintenance, Renovation, and Replacement)				635,000	635,000
All Sources				635,000	635,000

Summary of Work: The project will renovate the first floor of the three story building. The new MUSC space will accommodate new instructional and support functions including classrooms, nursing skills laboratories, collaborative learning areas, faculty and administrative offices, meeting and study spaces, dining and kitchenette areas, storage, and other associated support spaces. The project will also include the construction of a new exterior entry to improve access and visibility for the program. The renovation will be designed to meet Two Green Globes certification standards.

Rationale: The College of Charleston has partnered with the Medical University of South Carolina to create a joint Bachelor of Science in Nursing program. The renovated Robert Scott Small Building will house the new program, which will allow students to begin their studies at the College of Charleston and remain on College of Charleston's campus for all four years.

Facility Characteristics: The Robert Scott Small Building is approximately 75,146 square feet and was constructed in 1972 (54 years old). It originally served as the campus library. The central structure, characterized by a large-open plan design received a subsequent expansion in 1973 (53 years ago). The building's critical infrastructure, including all air handling units, ductwork, and core mechanical systems, remains original to the 1970 and 1973 constructions. Approximately 21,000 square feet will be renovated in this project. The new Center for Nursing Education will open in the Fall of 2027. Students will spend their first two years completing foundational core coursework before transitioning to specialized instruction. The new Nursing Facility will start hosting classes the Summer of 2029, starting in May, in this

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

building. The program will open with 100 students in year one and expand to 400 students by year five and include 15+ faculty and staff.

Financial Impact: This phase of the project will be funded from FY22 Capital Reserve Funds (uncommitted balance $6 million at March 1, 2026). The project is expected to result in an increase of $139,467 (year 1), $143,651 (year 2), and $147,960 (year 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $906 per student per semester, and has not changed between academic years 2021-2022 and 2025-2026. Currently pledged for debt service is $622 of the $906. The remainder of the fee, $284, funds ongoing capital projects and maintenance.

Full Project Estimate: $12,697,248 (internal). Phase II will be funded from $5,365,000 in FY22 Capital Reserve, $3,500,000 in FY26 Appropriated State (nonrecurring), $1,332,248 in Capital Improvement Project, and $2,500,000 in MUSC Capital Project Reserve Funds. The Phase I amount requested is 5% of the estimated cost to complete the project and the additional amount will be used to cover the Construction Manager at Risk procurement method.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(b) Project: JBRC Item 2: College of Charleston
H15.9677: Stern Student Center Renovation

Request: Increase Phase II Full Construction Budget to add funds to cover the cost to modify a dedicated space for Chic-fil-A.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase I Approval; Revise Scope, Change Project Name & Phase II Approval: April 2022 (estimated at $35,980,000) (SFAA)

Phase II Increase Approval: August 2023 (estimated at $42,000,000) (SFAA)

June 2025 (estimated at $44,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY16 Capital Reserve (29), (Stern Center Repurposing)		1,750,000	1,750,000		1,750,000
FY19 Capital Reserve (12), (Stern Student Center Conversion)		3,500,000	3,500,000		3,500,000
FY20 Capital Reserve (1), (Stern Center Renovation)		7,000,000	7,000,000		7,000,000
FY22 Appropriated State, Proviso 118.18 (B)(12), (Maintenance, Renovation & Replacement)		10,729,884	10,729,884		10,729,884
Other, Auxiliary Dining Revenues	72,000	1,449,609	1,521,609		1,521,609
Other, Capital Improvement Project	828,000	16,670,507	17,498,507		17,498,507
Other, College Fees Balance Forward		2,000,000		950,000	2,950,000
All Sources	900,000	43,100,000	44,000,000	950,000	44,950,000

Summary of Work: The project will complete exterior envelope repairs to address water intrusion. The roof will be replaced on areas A and B. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. Interior work will create an interactive lobby, connecting George Street with the Stern Center Courtyard and renovated 100-seat food court. The project will convert the three-level abandoned natatorium to three full levels of

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

multipurpose student services space, gaining 10,137 square feet of usable space within the existing building. Other areas will be reconfigured as needed to improve space efficiency and address programmatic needs. Space reconfigurations allow the college to bring the student fitness center back to the Stern Student Center. The project will also upfit a dedicated space to accommodate an onsite restaurant, Chick-fil-A.

Rationale: As part of the overall project scope, a dedicated space has been reserved to accommodate a restaurant. During planning discussions, Chick-fil-A was identified as the preferred restaurant vendor for this building. Chick-fil-A has highly specific architectural, mechanical, electrical, and operational standards that must be adhered to in order to qualify the space for their use. These standards exceed the baseline requirements included in the original construction estimate. The revised project budget reflects the cost of building a Chick-fil-A compliant restaurant space. All additional construction expenses related to this have been absorbed within the updated internal budget framework. Per the College, incorporating these elements during the on-going construction phase is more cost effective than retrofitting the space at a later date. It also ensures the facility construction remains on schedule for completion. The existing Chick-fil-A is located in Berry Hall and will be relocated to this building because it will accommodate additional seating, etc. For the overall project, the three-level abandoned natatorium will be converted to three full levels, gaining additional space in the building. The college is currently leasing private space at $500k per year for the student fitness center. This move will save money and bring traffic and activity to the student union.

Facility Characteristics: The Stern Student Center is 66,794 square feet and was constructed in 1975 (51 years old). The last major renovation was in 2005, affecting all areas except the pool area. The entire building will be renovated in this project. Additionally, approximately 10,137 square feet of usable space will be gained by converting the natatorium to three full levels of multipurpose student services space. The Stern Student Center has served as the central hub of campus life and features a food court, lockers, canteen area, game room, theater, study lounges, recreational lounges, student organization offices, and meeting/programming space for the entire campus community. The building houses offices for the Division of Student Affairs and will repatriate the student fitness center currently in nearby leased space. The project will benefit the entire college community of 11,926 students, 2,095 faculty and staff, clients, visitors, parents, and potential students.

Financial Impact: This increase will be funded from Other, College Fees Balance Forward Funds (uncommitted balance $35.16 million at February 28, 2026). Revenue to this fund is generated by the portion of the student bill not specifically earmarked or dedicated for debt service, auxiliary enterprises, nor student clubs and activities. It is generated through charges for course credit as well as ancillary charges for labs, transcripts, and other miscellaneous items. The building will be constructed to meet Two Green Globes certification standards with an anticipated energy savings

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

of $763,800 over 30 years. The project is expected to result in a decrease of $525,460 (year 1), $541,224 (year 2), and $568,285 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $906 per student per semester, and has not changed between academic years 2021-2022 and 2025-2026. Currently pledged for debt service is $622 of the $906. The remainder of the fee, $284, funds ongoing capital projects and maintenance.

Full Project Estimate: $44,950,000 funded from Capital Reserve, Appropriated State (nonrecurring), Auxiliary Dining Revenue, Capital Improvement Project, and College Fees Balance Forward Funds. Completion of construction is anticipated in December 2026.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(c) Project: JBRC Item 3: Lander University
H21.9579: Student Housing Construction

Request: Establish Phase I Pre-Design Budget to construct a new student housing building and parking.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 7 in FY28 (estimated at $60,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Housing Auxiliary				600,000	600,000
All Sources				600,000	600,000

Summary of Work: The project will construct a new 300-bed 4-story student housing building with parking. The student suites will have two to four occupants, sharing a common restroom. The first floor will offer student supporting amenities such as a laundry room, small scale food/drink retail, a flexible floor plan to allow for student social gathering, small group study spaces, meeting spaces, and site improvement including designated parking. All roofing material options will be evaluated during the Phase I process. The new building will be designed to meet Two Green Globes certification standards.

Rationale: The University has a need for a new 300-bed residence hall due to sustained demand for on-campus housing and capacity constraints that directly affect recruitment, retention, and student success, per the University. The University's current housing capacity is 1,802 beds, yet both this year and next year Lander anticipates housing more than 1,950 students in institution-provided accommodations. To manage demand the University has tripled larger rooms (approximately 20 rooms) and leased apartments throughout the Greenwood area. Early enrollment projections indicate first-time freshmen could increase another 2.5% over this year's record-breaking class, reinforcing the likelihood that housing demand will continue to grow. Construction of a new residence hall would increase total capacity to approximately 2,100 beds at an opportune time, as all remaining debt associated with the two most recently constructed halls will be retired by 2030. The last residence hall was completed in 2015 (208 beds) and the one prior in 2006 (300 beds); the remaining 1,294 beds on campus were constructed in the 1970s and 1980s and are now over 40 years old. Importantly, if future enrollment growth does not materialize as projected, the University could reduce or discontinue leasing older off-campus housing, allowing the new facility to serve as a replacement rather than a net expansion. This flexibility, combined with the age of Lander's existing housing stock, makes now an appropriate and strategic time to invest in a new residence hall to remain competitive in the higher education marketplace.

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SUBJECT: Permanent Improvement Projects

Facility Characteristics: The new student housing building to be constructed will be 90,000 to 100,000 square feet. It will house 300 students.

Financial Impact: This phase of the project will be funded from Housing Auxiliary Funds (uncommitted balance $4.59 million at March 26 , 2026). Revenue to this fund is generated through the contractual agreement with students for student housing intended for ongoing housing, maintenance, renovations, and expansion. The project is expected to result in an increase of $147,781 (years 1 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project, however a new housing rate will be established as a result of construction of this new housing facility. The University anticipates that the housing rate will be aligned with comparable upper-tier housing currently in operation. Housing fees are charged to residential students, an average of the various rates is $3,431 per student per semester and has increased from $3,086 between academic years 2021-2022 to 2025-2026. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $40,000,000 (internal). Phase II will be funded from Institution Bonds. The estimated cost to complete this project is less than the 2025 CPIP submission because the University has revisited project cost assumptions utilizing updated construction market data, inflationary pressures, and financing feasibility. The revised total estimated project cost reflects more current construction cost expectations and a refined understanding of the debt service capacity of the Housing Auxiliary Fund.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(d) Project: JBRC Item 4: Lander University
H21.9580: Carnell Learning Center Renovation

Request: Establish Phase II Full Construction Budget to renovate the learning center.

Included in CPIP: Yes – 2025 CPIP Priority 6 of 6 in FY27 (estimated at $12,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY26 Appropriated State, Proviso 118.22 (B)(15)(b), (Marion Carnell Learning Center Renovation)				8,000,000	8,000,000
All Sources				8,000,000	8,000,000

Summary of Work: The project will complete interior and exterior renovations. On the exterior, the windows will be replaced, all brick details will be repointed, and failed caulk joints will be replaced. The building will receive a full HVAC replacement to include new air handler units and eliminate any obsolete R-22 refrigerant units in the building. In the interior, the restrooms will be renovated to comply with ADA standards, the plumbing will be replaced, and the aesthetic finishes will be updated. Overhead lighting will be replaced with LED fixtures and information technology will be upgraded. Lastly, floor plan changes will be incorporated into the project.

Rationale: This is a central building on the University's campus with the most concentrated academic programs. The windows and HVAC system have reached the end of their useful life, and the restrooms are not ADA compliant. Per the University, floor plan changes to include interior upfits will allow the University to better meet today's students' educational needs.

Facility Characteristics: The Carnell Learning Center is 110,898 square feet and was constructed in 1982 (44 years old). The building systems being replaced are original to the building. The entire building will be impacted by the project. The building houses the colleges of Business, Education, Behavioral and Social Sciences, the Office of the President, Provost, Admissions, Financial Aid, and University Advancement. It is utilized by an estimated 1,250 students, faculty, staff, and visitors each academic day.

Financial Impact: The project will be funded from FY26 Appropriated State (nonrecurring) Funds (uncommitted balance $8 million at February 20, 2026). The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $8,000,000 (internal) funded from Appropriated State (nonrecurring) Funds. This project is being requested for establishment at Phase II because it is fully funded from legislatively authorized funds. The estimated cost to complete this project is

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SUBJECT: Permanent Improvement Projects

less than the 2025 CPIP submission because the project scope was reduced to complete the project with the funding that is available. The University will pursue funding in future years for the building issues not resolved in this project. Contract execution is expected in September 2027 and completion of construction in September 2028.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(e) Project: JBRC Item 5: University of South Carolina - Columbia
H27.6167: Capstone Renovation

Request: Establish Phase I Pre-Design Budget to renovate the building.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 2 in FY28 (estimated at $70,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Housing Maintenance Reserve				2,000,000	2,000,000
All Sources				2,000,000	2,000,000

Summary of Work: The project will complete interior and exterior renovations. The work will include comprehensive replacement of the mechanical, plumbing, electrical, and life safety infrastructure. All interior finishes will be replaced, though the existing suite-system bedroom configuration is expected to be preserved. Options to modestly increase the bed count will be considered. The elevators were updated within the last 5 years, but additional work may be warranted. Exterior envelope concerns, including windows, a new roof, and new roof mechanical screen assembly are also included. Limited non-residential areas such as meeting, kitchen, and dining space will also be improved. Hardscape and landscape improvements around the building will also be completed and any site utility concerns will be addressed. The Phase I will also explore site master planning that could provide insight into future redevelopment of the Capstone/Columbia Hall district. All roofing material options will be evaluated during the Phase I process. The renovations will be designed to meet either LEED Silver or Two Green Globes certification standards.

Rationale: Following the recent renovations of Thornwell and Woodrow Colleges, University Housing's Asset Management Plan now prioritizes Capstone, where deteriorating HVAC, plumbing, electrical systems, and interior conditions have rendered the residence hall increasingly undesirable to Capstone Scholars students and expensive for Housing Facilities staff to maintain. Most building systems are at the end of their serviceable life.

Facility Characteristics: The Capstone Building is 184,543 square feet and was constructed in 1967 (59 years old). The building systems and finishes being replaced are original to construction. The entire building will be impacted by the project. The building houses approximately 610 students and the dining and meeting spaces within the building accommodate hundreds more occupants.

Financial Impact: This phase of the project will be funded from Other, Housing Maintenance Reserve Funds (uncommitted balance $38.48 million at March 24, 2026). Revenue to this fund is derived from the housing operating budget which includes housing fees and revenues generated by laundry operations, conferences, and interest. The project is expected to result in a decrease of $370,000 (years 1 thru 3) in annual

AGENCY: Department of Administration, Facilities Management and Property Services

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operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $40 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026. A bond debt service fee of $319.50 per semester (in-state) and $815.50 per semester (out-of-state) is charged to students to service outstanding debt. Housing fees are charged to residential students, an average of the various rates is $4,608 per student per semester and has increased from $3,856 between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $100,000,000 (internal). Phase II will be funded from $87,000,000 in Housing Revenue bonds and $13,000,000 in Housing Maintenance Reserve funds. The Phase I amount requested is 2% of the estimated cost to complete the project and the additional amount will be used to cover the Construction Manager at Risk procurement method, as well as to explore site master planning around Capstone. The project was included as a Plan Year 3 item (FY28), but due to rapidly increasing building deterioration and student complaints, completion of the project has been advanced in priority by the University.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(f) Project: JBRC Item 6: University of South Carolina - Aiken
H29.9565: Quadrangle Renovation

Request: Establish Phase I Pre-Design Budget to revitalize the primary campus quadrangle.

Included in CPIP: No – The original total estimated cost was below $2.5 million during the 2025 CPIP submission process. A donation was later received for this project raising the total estimated cost above the required PIP threshold.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Institutional				160,000	160,000
All Sources				160,000	160,000

Summary of Work: The project will create a large open green lawn in the center of the quadrangle to promote pedestrian movement and outdoor recreation. It will also improve visibility and safety by creating clear sight lines throughout the quadrangle. Most of the center area will be converted into a large social lawn. The west end will feature an amphitheater with an interactive fountain for student life events and classes. The east end will feature a "tree grove" of native hardy trees planted to provide shade and attractiveness. Site area lighting will be installed to improve the safety at night. The large oak trees lining the perimeter of the area will be kept.

Rationale: Revitalizing the Quad will improve safety, appearance, and campus appeal while creating a functional green space for outdoor events and recreation.

Facility Characteristics: The Quadrangle is approximately 3.5 acres and is original to the campus. It functions as a central academic and student gathering space and is expected to serve a significant portion of the campus population on a daily basis. The renovated space will support regular use by approximately 3,500–4,000 students for study, collaboration, and campus activities, as well as by approximately 250–300 faculty and staff for instruction, advising, and programming. In addition, the quadrangle will accommodate an estimated 1,000–1,500 prospective students, families, and visitors annually through campus tours, events, and recruitment activities. Collectively, the project will support consistent daily use by several hundred individuals, with total utilization reaching several thousand users over the course of an academic term.

Financial Impact: This phase of the project will be funded from Other, Institutional Funds (uncommitted balance $16.78 million at March 24, 2026). Revenue to this fund is generated from a variety of sources including tuition and fees, sales and services activities, and other miscellaneous sources. The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for

AGENCY: Department of Administration, Facilities Management and Property Services

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capital improvements, currently $12 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $4,000,000 (internal). Phase II will be funded from $2,000,000 in Institutional and $2,000,000 in Gift funds. The Phase I amount requested is 4% of the estimated cost to complete the project and the additional amount will be used to complete a detailed landscape design and site survey work that must be completed to confirm the scope and total cost of the project.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(g) Project: JBRC Item 7: University of South Carolina - Salkehatchie
H38.9532: Student Commons & Conference Center Upfit

Request: Establish Phase II Full Construction Budget to renovate and upfit the building.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 1 in FY26 (estimated at $4,000,000)
Phase I Approval: October 2025 (estimated at $4,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Capital Reserve (13), (Maintenance, Renovation and Replacement)	60,000		60,000	3,540,000	3,600,000
FY23 Capital Reserve (14), (Maintenance, Renovation and Replacement) (transfer from H38-9531)				400,000	400,000
All Sources	60,000		60,000	3,940,000	4,000,000

Summary of Work: The project will renovate approximately 5,300 square feet and upfit approximately 7,300 square feet within the warm lit shell space. The work will include a new entry feature to assist with ingress and egress, restrooms, catering kitchen, food pantry, and storage. A new fitness center and a flexible health and wellness area will be added. A new classroom, additional office and conference spaces, and updating restrooms for ADA accessibility is also included in the project. Lastly, the building's mechanical, electrical, and plumbing will be updated.

Rationale: Per the University, much of the space in the building cannot be occupied to serve student needs with its current state. The upfit will be designed and constructed to host a variety of student focused needs and provide community support. This renovation project will accommodate campus growth.

Facility Characteristics: The Student Commons & Conference Center is approximately 12,871 square feet and was constructed in 2004 (22 years old). The building systems and finishes being replaced in this project are original to construction. The building is utilized for academic/program, athletic/recreational, and office/administration programs. Approximately 1,000 students, faculty, staff, and community/patrons utilize the center.

Financial Impact: This phase of the project will be funded from FY24 Capital Reserve Funds (uncommitted balance $3.69 million at March 24, 2026) and FY23 Capital Reserve (uncommitted balance $400k at March 24, 2026). The project is expected to result in a decrease of $8,000 (years 1 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital

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improvements, currently $34 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $4,000,000 funded from Capital Reserve Funds. Contract execution is expected in August 2026 and completion of construction in December 2027.

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(h) Project: JBRC Item 8: University of South Carolina - Salkehatchie
H38.9531: FY23 Maintenance, Renovation, and Replacement

Request: Revise Scope and Decrease the Full Construction budget to remove the Student Commons & Conference Center from the project.

Included in CPIP: No – Budget decreases and scope revisions are not required to be included in the CPIP.

Phase II Approval: May 2023 (estimated at $4,000,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Capital Reserve (14), (transfer to H38-9532)	4,000,000		4,000,000	(400,000)	3,600,000
All Sources	4,000,000		4,000,000	(400,000)	3,600,000

Summary of Work: The project was established to complete campus-wide critical maintenance, repairs, and renovations. The work includes painting, bathroom accessibility improvements, improving safety measures with cameras and card access, and installation of LED lighting. The maintenance needs will be addressed across campus with a primary focus on these facilities: 1) Allendale Campus - Carolina Theater, Maintenance Center, Education Building & Annex, Conference Center Building, Student Game, Hut Complex, Spruce Hall, Student Center, Science & Administration, Library & Academic Support, Wellness Center, Welcome Center, and Baseball Complex. 2) Walterboro Campus - Main Building (Gym), Science & Nursing Building and Student Commons & Conference Center. This revise scope request will remove the Student Commons & Conference Center from the project.

Rationale: The Student Commons & Conference Center is being removed from the project because the work will be completed in a more comprehensive Student Commons & Conference Center renovation project (H38-9532). Per the University, this project is needed to keep the current facilities' weather tight, operational, and safe. The building systems being replaced are beyond and/or near the end of their useful life. Completion of this project is expected to reduce future campus maintenance costs and operational expenses.

Facility Characteristics: The fifteen (15) facilities total approximately 171,745 square feet and were constructed between 1926 and 2015 (11 to 100 years old). The building systems being replaced in this project are original to construction. The project addresses nearly all programs on campus to include office /administration, program /academic, support services /maintenance, and athletic /recreational. Approximately 1,000 students, faculty and staff utilize these facilities.

Financial Impact: The project will be funded from FY23 Capital Reserve Funds ($3.6 million previously committed to the project). The project is expected to result in a decrease of $15,000 (year 1), and $30,000 (years 2 thru 3) in annual operating expenditures.

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No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $34 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $3,600,000 (internal) funded from Capital Reserve Funds. Contract execution is expected in October 2026 and completion of construction in December 2028.

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(i) Project: JBRC Item 9: Winthrop University
H47.9599: Dacus Library Renovation

Request: Revise Scope and Decrease Phase II Full Construction Budget to renovate the building.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 6 in FY26 (estimated at $6,000,000)
Phase I Approval: November 2022 (estimated at $5,000,000) (Admin)
Phase II, Revise Scope & Change Project Name Approval: October 2025 (estimated at $6,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Capital Reserve (19), (Maintenance, Renovation & Replacement)		1,000,000	1,000,000	(1,000,000)	
FY23 Appropriated State, Proviso 118.19 (B)(25)(c), (Dinkins and Dacus Library Renovation)	75,000	4,925,000	5,000,000	(2,850,000)	2,150,000
All Sources	75,000	5,925,000	6,000,000	(3,850,000)	2,150,000

Summary of Work: The project was established to renovate Dinkins Hall and Dacus Library. Subsequent to establishment, a scope revision was approved to remove Dinkins Hall from the project. The work to be completed in Dacus Library included renovating HVAC and controls, updating lighting and controls, updating elevator controls, installing new water boilers, replacing the fire alarm system, installing new Wi-Fi, and complete limited flooring abatement. This revise scope request will modify the work to only address water proofing, repair and improve the HVAC and update the Wi-Fi for students.

Rationale: Dinkins Hall was previously removed from this project so that the work can be completed in a more comprehensive Dinkins Hall renovation project (H47-9630). The scope of work for this project is being further reduced because the University has determined that it would like to construct a new E-learning Commons and Advanced Manufacturing Facility in the future to replace the Dacus Library in 2036. Therefore, only minimal repairs will be completed to the library building to extend the life of the facility until the new facility is constructed.

Facility Characteristics: Dacus Library is 90,612 square feet and was constructed in 1969 (57 years old). Limited interior renovations have been completed since construction. The building is the main academic library on campus. Total undergraduate and graduate student enrollment is just under 5,000, with approximately 1,200 faculty and staff, plus various daily visitors.

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Financial Impact: The project will be funded from FY23 Appropriated State (nonrecurring) Funds ($2.15 million previously committed to the project). The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $151 per student per semester, and has decreased from $543 between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $2,150,000 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in June 2026 and completion of construction in July 2027.

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(j) Project: JBRC Item 10: Winthrop University
H47.9630: Dinkins Hall Renovation

Request: Change Source of Funds in this project to renovate the building.

Included in CPIP: Yes – 2025 CPIP Priority 6 of 6 in FY26 (estimated at $4,009,996)
Phase II Approval: October 2025 (estimated at $4,009,996) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Capital Reserve (19), (Maintenance, Renovation & Replacement)	1,700,000		1,700,000	(540,004)	1,159,996
FY26 Appropriated State, Proviso 118.22 (B)(25)(c), (Academic Renovations & New Strategic Academic Programs)	2,309,996		2,309,996	(2,309,996)	
FY23 Appropriated State, Proviso 118.19 (B)(25(c), (Dinkins and Dacus Library Renovation)				2,850,000	2,850,000
All Sources	4,009,996		4,009,996		4,009,996

Summary of Work: The project will renovate the ground level, renovate bathrooms for accessibility, replace the elevator controller, install new water boilers to separate the building from campus steam, and complete miscellaneous building repairs, including waterproofing the windows and porch.

Rationale: This request is modifying the source of funds in the project to utilize funds previously allocated to the Dacus Library Renovation project (H47-9599) that are no longer needed due to a reduced project scope. Additionally, these funds were appropriated for this specific purpose and freeing up the other funding will allow the college to complete other permanent improvement projects. This renovation project will allow the relocation of archives to the ground level of the building.

Facility Characteristics: Dinkins Hall is 46,450 square feet and was constructed in 1967 (59 years old). The building is the campus hub for academic support and tutoring services and houses other academic support functions. Total undergraduate and graduate student enrollment is just under 5,000, with approximately 1,200 faculty and staff, plus various daily visitors.

Financial Impact: This request will be funded from FY23 Appropriated State (nonrecurring) Funds ($2.85 million will be available once released from H47-9599 in June 2026). The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While

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not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $151 per student per semester, and decreased from $543 between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $4,009,996 funded from Capital Reserve and Appropriated State (nonrecurring) Funds. Contract execution is expected in July 2026 and completion of construction in August 2027.

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(k) Project: JBRC Item 11: Central Carolina Technical College
H59.6383: Kershaw Campus Expansion

Request: Establish Phase I Pre-Design Budget to construct two academic buildings.

Included in CPIP: Yes – 2025 CPIP Priority 3 of 8 in FY27 (estimated at $30,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(20)(b), (Kershaw County)				200,000	200,000
All Sources				200,000	200,000

Summary of Work: The project will construct a Health Science building and an Automotive training center. The new buildings will include classrooms, computer labs, and simulation labs. All roofing material options will be evaluated during the Phase I process. The new buildings will be designed to meet Two Green Globes certification standards.

Rationale: The Health Science building is needed to house new and existing programs. The Practical Nursing (LPN) program is currently taught in Sumter at the Health Sciences Center and will be relocated to the Kershaw Campus. Once the program is moved, the College will be able to expand the current simulation lab based on recommendations made from the accreditation committee. The Radiology Technician and Ultrasound programs will be new offerings once approved by the State Technical College System and Southern Association of Colleges and Schools (SACS). Enrollment is anticipated to begin Fall 2028 or Spring 2029 with 20-25 students. The Environmental Technician program will be relocated to the new building to take advantage of a more rural location and access to the environment. The environmental program requires sufficient classroom space and demonstration equipment to effectively meet training needs. The Automative Technology program is currently housed in M400 on the main campus and will be relocated to the new building. The vacated space in M400 will allow the College to provide an onsite training area for faculty, staff and students. Currently, the Natural Resource program is 100% online. The goal is to move the program from 100% online to a hybrid model where there is in-person classroom training and outdoor labs.

Facility Characteristics: The Health Science building to be constructed will be approximately 23,900 square feet. The Automotive training center to be constructed will be approximately 31,100 square feet. Both of these buildings will be constructed on +/- 26 acres adjacent to the Kershaw campus that was purchased by the College in 2018 (H59-6137) for program expansion. The Health Science building will house the Radiation Technology, Practical Nursing (LPN), and Environmental Science programs. The Automotive training center will house Automotive and Natural Resource programs. Approximately 450 students and 50 faculty and staff will utilize these facilities annually.

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Financial Impact: This phase of the project will be funded from FY24 Appropriated State (nonrecurring) Funds (uncommitted balance $10 million at March 6, 2026). The project is expected to result in an increase of $465,000 (year 1), $480,000 (year 2), and $494,400, (year 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $9.70 per student per semester, and has not changed between academic years 2021-2022 and 2025-2026.

Full Project Estimate: $30,000,000 (internal). Phase II will be funded from $10,000,000 in FY24 Appropriated State (nonrecurring), $10,000,000 in FY25 Appropriated State (nonrecurring), $5,000,000 in FY26 Appropriated State (nonrecurring), and $5,000,000 in Local Funds.

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(l) Project: JBRC Item 12: Midlands Technical College
H59.6370: 3245 Platt Spring Road Building Project - Acquisition

Request: Establish Final Land Acquisition to purchase a building and +/- 6.26 acres in Lexington County.

Included in CPIP: Yes – 2025 CPIP Priority 4 of 6 in FY27 (estimated at $5,900,000)
Phase I Approval: December 2025 (estimated at $5,920,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, College	45,000		45,000	5,678,000	5,723,000
All Sources	45,000		45,000	5,678,000	5,723,000

Rationale: Acquisition of this property will allow the College to expand instructional space for 9 Advanced Manufacturing and Skill Trades programs which include Industrial Mechanical, Industrial Electrical, Forklift Operations, Heavy Equipment Operator, HVAC, Plumbing, Small Engine Repair, Commercial Graphics, and Certified Production Technician. The Industrial Mechanical, Industrial Electrical, Small Engine Repair, and Certified Production Technician are currently housed in the Advanced Manufacturing and Skill Craft Center on the Airport Campus. Relocating these programs to the newly acquired facility will create additional capacity within the Advanced Manufacturing and Skill Craft Center, enabling expansion of the Building Construction and Applied Electrical programs. Currently, the Building Construction, HVAC, Industrial Electrical Maintenance, and Commercial Graphics face enrollment limitations due to space constraints. Acquisition of this property will alleviate these constraints and allow for increased enrollment capacity while also providing room for continued program growth across multiple disciplines.

Characteristics: Located in the Town of Springdale, the building is 72,140 square feet and was constructed in 1993 (33 years old) and was renovated in 2009 (17 years ago). The roof was replaced in 2019 (7 years ago). The building is located on +/- 4.95 acres, plus an additional +/- 1.31-acre parking lot will also be acquired to provide additional parking for the programs going into the building.

Financial Impact: The property is offered by Airport Technologies, LLC for $5,703,000. The acquisition will be funded from Other, College Funds (uncommitted balance $10.15 million at April 8, 2026). College Funds are generated from excess debt service and capital fees set aside to support future projects. An appraisal completed in February 2026 valued the property at $5,810,000. A Phase I Environmental Site Assessment was completed in December 2025 and found no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment was completed in July 2025 and found $1,800,000 in immediate and short-term deficiencies to be rectified. Letters of support have been

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received from Lexington County Council and Lexington County School District Two authorizing the removal of the property from the tax rolls. After acquisition, the building will be renovated as a separate project, with a total estimated cost of $19,000,000. The project is expected to result in an increase of $1,299,000 (year 1), $2,727,900 (year 2), and $2,864,295 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $75 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026. The full amount of this fee is pledged for debt service.

Full Project Estimate: $5,723,000 funded from College Funds. Even though the project was included in the 2025 CPIP submission as an FY27 item, funding was received for Advance Manufacturing and Skilled Trades Workforce Development, which will be used to construct additional buildings. Purchasing this building at this time will help redirect different programs tied to Advance Manufacturing.

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(m) Project: JBRC Item 13: Northeastern Technical College
H59.6217: Cheraw Campus Boiler/Chiller Upgrades

Request: Increase Phase II Full Construction Budget to cover higher than anticipated construction costs to complete campus wide boiler/chiller upgrades for 4 buildings.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase II Approval: August 2022 (estimated at $1,276,990) (Admin)

Phase II Increase & Revise Scope Approval: January 2024 (estimated at $2,500,000) (Admin)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Proviso 118.18 (B)(27)(k), (Maintenance, Renovation, and Replacement)	1,276,990	558,953	1,835,943	51,137	1,887,080
FY23 Appropriated State, Proviso 118.19 (B)(27)(h), (Maintenance, Renovation, and Replacement)		664,057	664,057	324,184	988,241
FY24 Appropriated State, Proviso 118.19 (B)(20)(i), (Cheraw Campus)				479,738	479,738
FY22 Capital Reserve (24), (State Board for Technical and Comprehensive Education – Maintenance, Renovation, and Replacement)				227,947	227,947
FY24 Capital Reserve (18)(h), (Northeastern Technical College)				322,974	322,974
All Sources	1,276,990	1,223,010	2,500,000	1,405,980	3,905,980

Summary of Work: The project was established and later revised to include one (1) packaged chiller/boiler module containing one (1) 400-ton modular chiller with pump package and two (2) 1,200 MBH condensing boilers with pump package and the associated chilled water and hot water piping to supply heating and cooling to buildings 100, 500, 800, and the new 700 Schaeffler Manufacturing Technology Academy. Additionally, one (1) modular cooling tower will also be installed. The plant will be located near the served buildings and designed for future expandability by adding additional chiller/boiler modules as needed. The existing 4-pipe heating and cooling piping in Building 500 will remain in use, with new system connections made outside Buildings 500 and 800 where the current plant

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ties into the facility. A chilled-water/hot-water distribution loop, sized to accommodate future expansion, will be installed to provide heating and cooling capability from the new module to all connected buildings. All necessary piping connections to the new NETC Schaeffler Manufacturing Technology Academy and Building 500 are also included.

Rationale: All major mechanical equipment for this project has already been purchased and delivered to the campus. However, due to industry-wide delays in equipment manufacturing and delivery, as well as significant increases in equipment costs since the original project budgeting, the prior cost estimate was grossly underestimated. As a result, an increase in project funding is necessary to complete the full scope of work as defined. The mechanical and HVAC equipment has reached the end of its useful life.

Facility Characteristics: The boiler and chiller upgrade will connect buildings 100, 500, 800, and the new 700 Schaeffler Manufacturing Technology Academy currently being constructed. These buildings total approximately 108,735 square feet and were constructed in the 1970's (56 years old). The buildings house numerous academic programs and offices utilized by approximately 400 persons combined.

Financial Impact: This increase will be funded from FY22 Appropriated State (nonrecurring) (uncommitted balance $52k at March 16, 2026), FY23 Appropriated State (nonrecurring) (uncommitted balance $325k at March 16, 2026), FY24 Appropriated State (nonrecurring) (uncommitted balance $788k at March 16, 2026), FY22 Capital Reserve (uncommitted balance $2.37 million at March 16, 2026), and FY24 Capital Reserve (uncommitted balance $323k at March 16, 2026). The project is expected to result in a decrease of $25,000 (years 1 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $7 per student per credit hour, and has not changed between academic years 2021-2022 and 2025-2026.

Full Project Estimate: $3,905,980 funded from Appropriated State and Capital Reserve Funds. Contract execution is expected in August 2026 and completion of construction in December 2026.

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(n) Project: JBRC Item 14: Piedmont Technical College
H59.6384: Technical Innovation Center

Request: Establish Phase I Pre-Design Budget to construct a Technical Innovation Center in Greenwood County on the Greenwood Campus.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 3 in FY27 (estimated at $29,488,217)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Greenwood County Capital Project Sales Tax				507,906	507,906
All Sources				507,906	507,906

Summary of Work: The project will construct building with a steel frame structural system with metal stud framed exterior walls constructed of brick veneer, metal panel systems, in combination with interior and exterior aluminum framed glazing to provide durability, energy efficiency, and visual transparency. Interior spaces will accommodate both hands-on technical instruction and academic and administrative functions, utilizing durable, low maintenance materials such as carpet in offices and select classrooms, rubber flooring and ceramic tile in laboratories and high traffic instructional areas, and finishes appropriate for automotive, culinary, cosmetology, and health sciences programs. Acoustic ceiling tiles will be used throughout most interior spaces for sound control, with specialty ceiling systems incorporated where required by programmatic or aesthetic needs, creating a flexible and collaborative learning environment. All roofing material options will be evaluated during the Phase I process. The new building will be designed to meet Two Green Globes certification standards.

Rationale: Piedmont Technical College, in partnership with the three school districts serving Greenwood County, proposes to build a state-of-the-art Technical Innovation Center. This center will allow high school, dual enrollment, and college students access to programs not currently being offered by the existing Career Center which is used by three school districts. The current Career Center is owned by Greenwood County and is 50+ years old. After construction of the new Technical Innovation Center, the old Career Center will be taken back over by Greenwood County. The Automotive, Automotive Collision, Cosmetology, Culinary, PTLW – Project Lead the Way (Biomedical, Health Science Programming and Sports Medicine) programs currently taught at the Career Center will be relocated to the new Technical Innovation Center and taught by the school districts during the day. The College will have the opportunity to offer Automotive Collision, Cosmetology, Culinary, PTLW – Project Lead the Way (Biomedical, Health Science Programming and Sports Medicine) programs at night after Career Center students are gone. Additionally, the College will offer Cybersecurity, AI, EV Technician, CDL, and Logistics. The College and the school districts will leverage each other's

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programming to provide opportunities for all students. By building the Technical Innovation Center on the Greenwood Campus, high school students will be steps away from the College's broader offerings in industrial technology, health care, business, and arts and sciences, as well as the nearby William H. "Billy" O'Dell Upstate Center for Manufacturing Excellence. This proximity allows seamless pathways from dual-enrollment coursework into certificates, diplomas, and associate degrees, helping students transition directly into the workforce or on to further college study.

Facility Characteristics: The new Technical Innovation Center to be constructed will be approximately 50,580 square feet. The current Career Center has approximately 1,100 students. The College anticipates at least a 15% increase (165 additional students in the first year) in the programs offered by the Career Center which will include leveraging programming offered at the College's Billy O'Dell Center for Manufacturing Excellence. The programs the College will offer in this facility will also add approximately 150 additional students being served on campus. There will be approximately 10-12 College staff.

Financial Impact: This phase of the project will be funded from Other, Greenwood County Capital Project Sales Tax Funds ($10.4 million Greenwood County commitment). Greenwood County citizens successfully voted on a Capital Project Sales Tax in November 2024. The Technical Innovation Center Project was slated first on the project list of the 27 projects which began collections in May 2025. According to Greenwood County, $8.2 million has been collected to date with the remaining $2.2 million estimated to be received by May 2026 based on quarterly estimates. These funds will be disbursed by the County on a reimbursement basis. The project is expected to result in an increase of $85,297 (year 1), $112,592 (year 2), and $123,851 (year 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $150 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $25,395,296 (internal). Phase II will be funded from $10,400,000 in Greenwood County Capital Projects Sales Tax, $3,000,000 in Piedmont Technical College Foundation, $3,000,000 in Greenwood County School District, and $8,995,296 being requested in the FY26-FY27 budget request process. The Phase I amount requested is 2% of the estimated cost to complete the project and the additional amount will be used to cover the Construction Manager-at-Risk procurement method.

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(o) Project: JBRC Item 15: Piedmont Technical College
H59.6333: Library and Student Engagement Center

Request: Revise Scope and Increase Phase II Full Construction Budget to renovate the library on the Greenwood Campus.

Included in CPIP: Yes – 2025 CPIP Priority 4 of 4 in FY26 (estimated at $12,800,000)
Phase I Approval: February 2025 (estimated at $7,300,000) (SFAA)
Phase II & Revise Scope Approval: December 2025 (estimated at $12,795,684) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Capital Reserve (21)(h) (Maintenance, Renovation, and Replacement)		2,300,000	2,300,000		2,300,000
FY22 Appropriated State, Proviso 118.18 (B)(27)(n), (Maintenance, Renovation and Replacement)	109,500	2,120,231	2,229,731		2,229,731
FY23 Appropriated State, Proviso 118.19 (B)(27)(j), (Maintenance, Renovation and Replacement)		3,711,966	3,711,966		3,711,966
FY25 Appropriated State, Proviso 118.20 (B)(21)(i)(ii), (Maintenance, Renovation and Replacement)		1,300,000	1,300,000		1,300,000
FY26 Appropriated State, Proviso 118.22 (B)(27)(m), (Maintenance, Renovation and Replacement)		3,253,987	3,253,987	1,000,000	4,253,987
All Sources	109,500	12,686,184	12,795,684	1,000,000	13,795,684

Summary of Work: The project was established to renovate the upstairs of the building and subsequently revised to add the renovation of the downstairs to the project scope. The project will renovate the upstairs and downstairs of the existing K Building. The upstairs houses the Library and Student Engagement Center. The renovations will create collaboration space, providing areas for focused group and independent study, casual interactions, and private study spaces. Additionally, the renovation will include a workforce engagement and training area, allowing opportunities for students to engage with local industry partners. The downstairs houses faculty offices and additional student engagement spaces. Mechanical units and related systems will be replaced, and plumbing piping will be upgraded, along with

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associated electrical work. This revise scope request will add the replacement of the roof system and removal of a skylight. The roof to be installed has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The roof system and skylight in place have had several leaks and have exceeded their estimated useful life. Renovating the upstairs will provide collaborative and student spaces that enhance library functionality and better serve student needs. Renovating the downstairs will provide an upgrade to faculty and staff spaces with additional student engagement areas.

Facility Characteristics: The K Building is 37,900 square feet and was constructed in 1991 (35 years old). The building has not undergone any significant renovation since construction, and the building systems are original to construction. The building houses the Library, Student Engagement Center, and faculty offices. It is utilized by 496 full and part-time faculty and staff and approximately 6,689 students across all campus locations.

Financial Impact: This increase will be funded from FY26 Appropriated State (nonrecurring) Funds (uncommitted balance $3.74 million at March 18, 2026). The project is expected to result in a decrease of $15,000 (years 1 thru 3), in annual operating expenditures. The renovations will be constructed to meet Two Green Globes certification standards with anticipated energy savings of $454,959 over 30 years. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $150 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $13,795,684 funded from Capital Reserve and Appropriated State (nonrecurring) Funds. Contract execution is expected in November 2026 and completion of construction in December 2027.

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(p) Project: JBRC Item 16: Spartanburg Community College
H59.6315: SCC Tyger River HVAC & Boiler Replacements

Request: Increase Phase II Full Construction Budget to cover higher than anticipated bid costs to replace HVAC and Boiler systems

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase II Approval: October 2024 (estimated at $3,394,950) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(27)(k), (Maintenance, Renovation, and Replacement)	3,394,950		3,394,950	339,006	3,733,956
All Sources	3,394,950		3,394,950	339,006	3,733,956

Summary of Work: The project will replace all six (6) air handing units (AHUs) and air rotation units in all warehouses, add conditioned air to warehouse 92 lower level, replace the boiler which services all the warehouses, and replace direct expansion equipment in 300 area offices and 354 area meeting spaces. The work includes installation, demolition, piping, controls, and electrical.

Rationale: Bids were received in March 2026 and came in $201k over the budgeted amount for construction. Additionally, the project only includes 5% contingency, which is being increased to 9.98% for potential unforeseen conditions. The existing systems have reached the end of their useful life, and the warehouses do not have reliable or cost-effective means of being conditioned.

Facility Characteristics: The warehouses and office space total 358,386 square feet and were constructed in 1987 (39 years old). Approximately 315,400 square feet is impacted by the project. The existing building systems are original to the building. The College's Spark Center programs utilize the space which includes 6-8 companies and approximately 100 employees.

Financial Impact: The project will be funded from FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $376k at March 20, 2026). The project is expected to result in a decrease of $20,000 (year 1) and $40,000 (years 2 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $3,733,956 funded from Appropriated State (nonrecurring) Funds. Completion of construction is expected in June 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(q) Project: JBRC Item 17: Spartanburg Community College
H59.6361: Industrial Spark Building Acquisition

Request: Revise Scope and Establish Final Land Acquisition to purchase +/- 13.72 acres and a building in Spartanburg County.

Included in CPIP: Yes – 2025 CPIP Priority 3 of 7 in FY26 (estimated at $18,020,000)
Phase I Approval: August 2025 (estimated at $18,020,000) (SFAA)
Phase I Increase Approval: February 2026 (estimated at $16,536,250) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(20)(m), (Spark Centers)	20,000	16,250	36,250	15,823,250	15,859,500
All Sources	20,000	16,250	36,250	15,823,250	15,859,500

Rationale: This acquisition project was established for Spartanburg Community College to acquire the property and then for the College to transfer the property to the Spartanburg Community College Enterprise Campus Authority at a later date. This scope revision request will allow Spartanburg Community College Enterprise Campus Authority to acquire the property directly. Based on the large composition of manufacturing industries in the community, there is a large need for industrial training such as Mechatronics, Robotics, Automotive & Diesel Technicians and Welding. The current space on the Giles Campus in Spartanburg is at max capacity making the College unable to grow these programs. Acquisition of this property will allow the College to consolidate the current industrial programs to the new facility and expand the number of students trained in these disciplines.

Characteristics: The property is located at 191 Parkway West in Duncan. The building is comprised of 30,877 square feet of office and 143,025 square feet of warehouse, totaling 173,902 square feet. It is located less than 2 miles from the Tyger River Campus.

Financial Impact: The property is offered to the Spartanburg Community College Enterprise Campus Authority by ZF Chassis Systems Duncan, LLC for $15,729,500. The acquisition will be funded from FY24 Appropriated State (nonrecurring) Funds (uncommitted balance $20.96 million at March 6, 2026). An appraisal completed in September 2025 valued the property at $16,500,000. A Phase I Environmental Site Assessment was completed in September 2025 and found no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment was completed in October 2025 and found $479,250 in immediate and short-term deficiencies to be rectified. Letters of support have been received from Spartanburg County Council and Spartanburg District Five authorizing the removal of the property from the tax rolls. After acquisition, a

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separate project will be established to address issues noted in the building condition assessment and will potentially include renovation costs related to classrooms or other internal changes such as labs. The total estimated cost of the renovation project is approximately $2,589,250 with $589,250 allocated for items noted in the building condition assessment (escalated from $479,250 to account for inflation) and up to $2,000,000 for internal renovations. The acquisition is expected to result in an increase of $346,000 (year 1) and $692,000 (years 2 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $15,859,500 funded from Appropriated State (nonrecurring) Funds.

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SUBJECT: Permanent Improvement Projects

(r) Project: JBRC Item 19: York Technical College
H59.6381: 454 S. Anderson Road Property Acquisition

Request: Establish Final Land Acquisition to purchase +/- 9.29 acres and two buildings in York County.

Included in CPIP: No – The property was not available for purchase during the 2025 CPIP submission process.

Phase I Approval: March 2026 (estimated at $6,930,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(27)(y), (Baxter Hood Center), (Redir. FY25 Proviso 25.8)				6,826,100	6,826,100
Other, YTC Foundation	50,000		50,000		50,000
All Sources	50,000		50,000	6,826,100	6,876,100

Rationale: Phase I project (H59-6356) to construct a new Health Science building and Phase I project (H59-6371) to construct a new Building Construction Trades building were established in 2025. Subsequent to establishment of those projects, the S. Anderson Road property became available for purchase. If acquired, the College could house both the Health Science and the Building Construction Trades programs on this property. In addition to these two programs, the College is in initial discussions with the Department of Commerce about the potential to bring Life Sciences programs to the College. Acquisition of this property would allow the College to create space for this program as well. This property would be beneficial for the expansion of programs that produce graduates that can fill high demand jobs in health care, life science, building construction trades, and industrial engineering technology industries. The proximity of this property to the current campus would align with the campus master plan while providing additional space for future programs that may be developed.

Characteristics: The property is located 300 feet east of the main campus in Rock Hill. The property includes an approximately 69,296 square foot four-story office building and an approximately 54,315 square foot annex one-story light industrial building that were both constructed in 1985 (41 years old). There are approximately 438 parking spaces located on the property.

Financial Impact: The property is offered by Rock Hill Business Technology Center, LLC for $6,500,000. The acquisition will be funded from FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $27.3 million at March 20, 2026). An appraisal completed in December 2025 valued the property at $6,680,000. A Phase I Environmental Site Assessment was completed in December 2025 and found no evidence of recognized environmental conditions in connection with the property.

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A Building Condition Assessment was completed in March 2026 and found $138,000 in immediate and short-term deficiencies to be rectified. Letters of support have been received from York County, City of Rock Hill, and Rock Hill Schools authorizing the removal of the property from the tax rolls. After acquisition, the two Phase I established projects would be rescoped from constructing new facilities to renovating the buildings located on the property for a total estimated cost of $30,000,000 to $33,000,000. The acquisition is expected to result in an increase of $1,098,081 (year 1), $1,131,024 (year 2), and $1,164,954 (year 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, no portion of tuition is designated for capital improvements.

Full Project Estimate: $6,876,100 funded from Appropriated State (nonrecurring) and York Technical College Foundation Funds. The Final Land Acquisition request includes $326,100 to cover anticipated closing costs and attorney's fees.

Other: There are 43 leases associated with this property that are currently in place and will remain after acquisition of the property. All leases have been reviewed by the Department of Administration Division of Facilities Management and Property Services to ensure clauses are acceptable.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(s) Project: JBRC Item 20: South Carolina Law Enforcement Division
D10.9536: SLED Headquarters Cyber Remodel

Request: Revise Scope and Establish Phase II Full Construction Budget to renovate space at the Headquarters facility.

Included in CPIP: Yes – 2025 CPIP Priority 2 of 6 in FY26 (estimated at $2,110,585)
Phase I Approval: August 2025 (estimated at $2,110,585) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Record Search Fees	31,659		31,659	2,986,400	3,018,059
All Sources	31,659		31,659	2,986,400	3,018,059

Summary of Work: The project will renovate space at the Headquarters Building for SLED's Cyber Security Unit. The original scope included renovating two (2) bathrooms and updating HVAC systems in the renovated and adjacent spaces. This revise scope request expands the HVAC and lighting upgrades to the Human Resources and Finance areas.

Rationale: The recent renovation of the former laboratory has relocated the Training, Tech Services, and Regulatory units from the Headquarters facility. SLED's Cyber Security unit currently operates from leased space on Elmwood Avenue in downtown Columbia. According to the agency, relocation of the unit to the renovated open space in the Headquarters facility will improve operational efficiency and eliminate the ongoing cost of leased space.

Facility Characteristics: The SLED Headquarters Building is 39,000 square feet and was constructed in 1969 (57 years old). The portion of the building being renovated is 9,100 square feet. SLED's Cyber Security operation will utilize the renovated space. Bathroom renovations will be used by Cyber Security, Procurement, Finance, and Human Resources operations. Approximately 25 staff will utilize the renovated space daily.

Financial Impact: The project will be funded from Other, Record Search Fees Funds (uncommitted balance $13.44 million at March 17, 2026). Record Search Fee Funds are derived from background check fees charged to the public. The project is expected to result in a decrease of $23,227 (year 1), and $46,454 (years 2 thru 3), in annual operating expenditures.

Full Project Estimate: $3,018,059 funded from Record Search Fees Funds. Contract execution is expected June 2027 and construction completion June 2028.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(t) Project: JBRC Item 21: Department of Administration
D50.6208: Dennis Building – First Floor Reception Area Renovation

Request: Establish Phase I Pre-Design Budget to renovate the 1st floor reception area.

Included in CPIP: Yes – 2025 CPIP Priority 30 of 32 in FY26 (estimated at $15,000,000 for this component and others – this component estimated at $524,345)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, FY23 Appropriated State, Proviso 1118.19 (B)(50)(b), (Attorney General - Dennis Building Infrastructure Upgrades)				12,865	12,865
All Sources				12,865	12,865

Summary of Work: The project will renovate the 1st floor reception area of the Dennis Building for the office of the SC Attorney General. The work includes reconfiguration of office space, removal and construction of walls, installation of ballistic glass, replacement of lighting, removal and addition of doorways, construction of additional restrooms, updating floor and wall finishes, associated electrical and mechanical work, and the abatement of hazardous materials, as needed.

Rationale: The 1st floor was recently vacated, and the Attorney General's office is leasing the space. The reception area and adjoining offices need to be reconfigured to meet the needs of the SC Attorney General.

Facility Characteristics: The Dennis Building is +/- 247,543 square feet and was constructed in 1950 (76 years old). The renovated space is 3,100 square feet. It will be utilized by the Office of the SC Attorney General which includes approximately 20 staff and various annual visitors.

Financial Impact: The project will be funded from Other, FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $15 million at March 5, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $524,345 (internal) funded from Appropriated State (nonrecurring) Funds. The Phase I amount requested is 2.45% of the estimated cost to complete the project and the additional amount will be used to cover hazardous material testing.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(u) Project: JBRC Item 22: Department of Administration
D50.6195: Calhoun Building - Flooring Repair and Replacement Floors 3-5

Request: Establish Phase II Full Construction Budget to replace and update floor finishes.

Included in CPIP: Yes – 2025 CPIP Priority 14 of 32 in FY26 (estimated at $435,030)
Phase I Approval: December 2025 (estimated at $435,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	16,525		16,525	273,518	290,043
Appropriated State, (transfer from D50-6147)				416,116	416,116
All Sources	16,525		16,525	689,634	706,159

Summary of Work: The project will replace and update the existing floor and finishes on the third, fourth, and fifth floors of the Calhoun Building. The work will include replacement of the existing floor coverings and abatement of hazardous materials, as needed.

Rationale: The existing floors are in poor condition and are a trip hazard to staff and visitors.

Facility Characteristics: The Calhoun Building is approximately 96,672 square feet and was constructed in 1926 (100 years old). The third, fourth, and fifth floors total 38,213 square feet. The existing floors were installed during a renovation in 2011 (15 years old). The building is utilized by approximately 190 South Carolina Judicial Branch personnel and various visitors annually.

Financial Impact: This phase of the project will be funded from FY26 Appropriated State (uncommitted balance $6.26 million at March 18, 2026) and FY25 Appropriated State Funds (uncommitted balance $1.80 million at March 18, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $706,159 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected November 2026 and completion of construction June 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(v) Project: JBRC Item 23: Department of Administration
D50.6198: Mills/Jarrett Building - Parking Lot Improvements

Request: Establish Phase II Full Construction Budget to repair and replace pavement.

Included in CPIP: Yes – 2025 CPIP Priority 32 of 32 of FY26 (estimated at $497,000)
Phase I Approval: December 2026 (estimated at $500,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Depreciation Reserve	33,000		33,000	484,874	517,874
All Sources	33,000		33,000	484,874	517,874

Summary of Work: The project will repair and replace the pavement of the parking lot at the Mills/Jarrett Building.

Rationale: The asphalt has exceeded its life expectancy, is in poor condition, and is a trip hazard to visitors and employees that utilize the building daily.

Facility Characteristics: The Mills/Jarrett Building is approximately 103,781 square feet. The Mills Building was constructed in 1825 (201 years old). The Jarrett Building was constructed in 1987 (39 years old). The parking lot is original to the building. The Mills/Jarrett Building is utilized by the South Carolina Office of Resilience. Approximately 80 staff plus varying numbers of employees and visitors will utilize the building.

Financial Impact: The project will be funded from Other, Depreciation Reserve Funds (uncommitted balance $5.18 million at March 5, 2026). Depreciation Reserve Funds are derived from the rent account, which receives rent charged to agencies. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $517,874 funded from Depreciation Reserve Funds. Contract execution is expected November 2026 and completion of construction June 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(w) Project: JBRC Item 24: Department of Administration
D50.6199: Wade Hampton Building - Window Replacement

Request: Establish Phase II Full Construction Budget to replace or refurbish windows.

Included in CPIP: Yes – 2025 CPIP Priority 13 of 32 of FY26 (estimated at $4,900,000)
Phase I Approval: December 2025 (estimated at $4,900,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	93,500		93,500	4,806,500	4,900,000
All Sources	93,500		93,500	4,806,500	4,900,000

Summary of Work: The project will replace or refurbish the windows in the building. The building is a National Register Property, which will require special attention to detail and preservation methods as well as coordination and review with state authorities.

Rationale: The existing windows are past their useful life and leaking in multiple areas.

Facility Characteristics: The Wade Hampton Building is approximately 121,141 square feet and was constructed in 1938 (88 years old). The windows are original to the building. The building houses the following Agencies: SC Department of Administration, SC Commission on Prosecution, Bureau of Protective Services, SC Commission for the Blind, Governor's Office, SC State Treasurer's Office, SC Comptroller General Office, SC Adjutant General's Office, SC Department of Agriculture, and State Fiscal Accountability Authority. It is utilized by approximately 275 staff and various annual visitors.

Financial Impact: The project will be funded from FY26 Appropriated State Funds (uncommitted balance $6.26 million at March 16, 2026). The project is expected to result in a decrease in annual operating expenditures, but that amount has not yet been determined.

Full Project Estimate: $4,900,000 funded from Appropriated State Funds. Contract execution is expected January 2027 and completion of construction in June 2028.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(x) Project: JBRC Item 25: Department of Administration
D50.6201: Brown Building - Renovate SCALC Court Rooms

Request: Establish Phase II Full Construction Budget to renovate the court rooms.

Included in CPIP: No – The need for the project was unknown during the 2025 CPIP submission process.

Phase I Approval: February 2026 (estimated at $410,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, SCALC Appropriated State, Carryforward	11,150		11,150	563,850	575,000
All Sources	11,150		11,150	563,850	575,000

Summary of Work: The project will renovate Court Rooms 1, 2, & 3 utilized by the SC Administrative Law Court located in the Brown Building. The work includes replacement of flooring and wall finishes, court room benches, desks, seating, associated electrical work, wood wrapping the column in the 3rd floor reception area, and hazardous material abatement, as needed.

Rationale: The court rooms are outdated and showing wear and tear on the finishes. The wallpaper is separating from the wall, and moldings are falling off the doors and wainscoting. The judge's bench and court reporter's stand have started to separate and have deep scratches.

Facility Characteristics: The Brown Building is approximately 156,182 square feet and was constructed in 1976 (50 years old). Court Rooms 1, 2, and 3 have a combined square footage of approximately 1,974 square feet. The court rooms were last renovated around 2009 (17 years ago). The renovated space will be utilized by the South Carolina Administrative Law Court. It will be utilized by approximately 76 staff and various visitors annually.

Financial Impact: The project will be funded from Other, SCALC FY25 Appropriated State, Carryforward Funds (uncommitted balance $2.13 million at March 16, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $575,000 funded from Appropriated State Carryforward Funds. Contract execution is expected November 2026 and construction completion December 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(y) Project: JBRC Item 26: Department of Administration
D50.6202: McEachern Parking Facility - Re-striping & Minor Repairs

Request: Establish Phase II Full Construction Budget to make repairs and improvements to the parking facility.

Included in CPIP: Yes – 2025 CPIP Priority 15 of 32 in FY26 (estimated at $596,481)
Phase I Approval: February 2026 (estimated at $362,216) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State				356,783	356,783
Other, Depreciation Reserve	5,433		5,433		5,433
All Sources	5,433		5,433	356,783	362,216

Summary of Work: The project will re-stripe and complete minor repairs to the McEachern Parking Facility. The work will involve re-striping all traffic markers, parking stripes, vehicle assignment numbers, and columns. Minor repairs at identified areas will also be completed.

Rationale: The parking space division lines and wayfaring are fading and there are areas requiring minor repairs.

Facility Characteristics: The McEachern Parking Facility is approximately 714,000 square feet and was constructed in two phases. Phase I was constructed in 1969 (57 years old) and Phase II was constructed in 1974 (52 years old). The tenants of the State House Complex include the Attorney General, Legislative Council, Revenue & Fiscal Affairs, Senate, House of Representatives, Parks Recreation and Tourism, Department of Administration, Secretary of State, Administrative Law Court, Board of Financial Institutions, Judicial Department, Bureau of Protective Services, Office of the State Treasurer, Department of Agriculture, Comptroller General's Office, Governor's Office, and the State Fiscal Accountability Authority. The parking facility contains approximately 1,800 parking spaces.

Financial Impact: This phase of the project will be funded from FY26 Appropriated State Funds (uncommitted balance $6.26 million at March 16, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $362,216 funded from Appropriated State and Depreciation Reserve Funds. Contract execution is expected June 2026 and construction completion December 2026.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(z) Project: JBRC Item 27: Department of Administration
D50.6203: Mills /Jarrett Building - Elevator Modernization

Request: Establish Phase II Full Construction Budget to modernize the passenger elevators in the Mills/Jarrett Building.

Included in CPIP: Yes – 2025 CPIP Priority 25 of 32 in FY26 (estimated at $308,985)
Phase I Approval: February 2026 (estimated at $308,985) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	15,000		15,000	405,520	420,520
Appropriated State, (transfer from D50-6112)				300,913	300,913
FY23 Appropriated State, Proviso 118.19 (B)(71)(a), (Facilities Management – Maintenance Projects (transfer from D50-6114)				158,377	158,377
Appropriated State, (transfer from D50-6123)				229,516	229,516
Appropriated State, (transfer from D50-6143)				26,509	26,509
All Sources	15,000		15,000	1,120,835	1,135,835

Summary of Work: The project will modernize the passenger elevators in the Mills/Jarrett Building. The work will include the replacement/upgrade of the elevator controls and modernization of the elevator cabs.

Rationale: The elevators and control systems have exceeded their life expectancy and need modernization to bring them into compliance with current governing codes and regulations. The elevators experience frequent interruption of service due to their age and repair parts are difficult to find and often must be fabricated, thus extending the periods when the elevators are offline and out of service.

Facility Characteristics: The Mills/Jarrett Building is approximately 103,781 square feet. The Mills Building was constructed in 1825 (201 years old), and the Jarrett Building was constructed in 1987 (39 years old). The elevators have not been updated since construction of the Jarrett Building. The Mills/Jarrett Building is utilized by the South Carolina Office of Resilience. Approximately 80 staff plus varying numbers of employees and visitors utilize the building.

Financial Impact: This phase of the project will be funded from FY26 Appropriated State (uncommitted balance $6.26 million at March 18, 2026), FY25 Appropriated State ($301k will be available once released from D50-6112 in June 2026), FY25

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SUBJECT: Permanent Improvement Projects

Appropriated State ($230k will be available once released from D50-6123 in June 2026), FY24 Appropriated State ($27k will be available once released from D50-6143), and FY23 Appropriated State (nonrecurring) Funds ($158k will be available once released from D50-6114). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,135,835 funded from Appropriated State Funds. The estimated cost to complete the project has increased from the 2025 CPIP submission and the Phase I estimate because the estimate reflected the modernization of 1 elevator instead of 3. Contract execution is expected November 2026 and construction completion June 2028.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(aa) Project: JBRC Item 28: Department of Administration
D50.6204: Supreme Court Building - Bathroom Renovations

Request: Establish Phase II Full Construction Budget to renovate the bathrooms in the Supreme Court Building.

Included in CPIP: Yes – 2025 CPIP Priority 23 of 32 in FY26 (estimated at $400,000)
Phase I Approval: February 2026 (estimated at $400,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	11,000		11,000	437,446	448,446
All Sources	11,000		11,000	437,446	448,446

Summary of Work: The project will renovate the bathrooms in the Supreme Court Building. The work will include new wall and flooring finishes, new bathroom fixtures, new lighting, associated plumbing and electrical work, and hazardous material abatement, as needed.

Rationale: The bathrooms finishes are worn, and the flooring is in disrepair. The plumbing fixtures have rusted and need replacing.

Facility Characteristics: The Supreme Court Building is approximately 63,896 square feet and was constructed in 1921 (105 years old). The bathrooms being renovated are approximately 1,315 square feet. They were renovated over 30 years ago. The Supreme Court Building is utilized by approximately 50 Judicial Branch staff and various visitors annually.

Financial Impact: The project will be funded from FY26 Appropriated State Funds (uncommitted balance $6.26 million at March 16, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $448,446 funded from Appropriated State Funds. Contract execution is expected October 2027 and completion of construction in June 2028.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(bb) Project: JBRC Item 29: Department of Administration
D50.6181: Supreme Court Building - First and Second Floor Carpet Replacement

Request: Revise Scope and Increase Phase II Full Construction Budget to cover the cost of refinishing the marble flooring located in the front lobby.

Included in CPIP: Yes – 2025 CPIP Priority 6 of 32 in FY26 (estimated at $487,500)
Phase I Approval: April 2025 (estimated at $552,000) (SFAA)
Phase II Approval: August 2025 (estimated at $487,500) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Depreciation Reserve	18,280	469,220	487,500		487,500
Other, Judicial Development				40,900	40,900
All Sources	18,280	469,220	487,500	40,900	528,400

Summary of Work: The project was established to replace the flooring on the first and second floor and the mezzanine level of the building. This included installing new carpet, refinishing the existing hardwood floors, and abatement of hazardous materials as needed. This revise scope request will add refinishing the marble flooring located in the front lobby of the building.

Rationale: The floors are in poor condition and are a trip hazard to staff and visitors.

Facility Characteristics: The Supreme Court Building is approximately 63,896 square feet and was constructed in 1921 (105 years old). The existing flooring finishes are approximately 20 years old. The building is utilized by the 50 Judicial Branch staff and various visitors daily.

Financial Impact: This increase will be funded from Other, Judicial Development Funds (uncommitted balance $3.88 million at March 24, 2026). Judicial Development Funds are derived from assessments on filings to be used for general operating purposes. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $528,400 funded from Depreciation Reserve and Judicial Development Funds. Completion of construction is expected in December 2026.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(cc) Project: JBRC Item 30: Office of the Adjutant General
E24.9869: Bluff Road Armory Parking Improvements

Request: Establish Phase I Pre-Design Budget to complete a comprehensive remediation of the existing parking infrastructure.

Included in CPIP: No – The project was deemed a priority after the 2025 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating				5,200	5,200
Federal, National Guard Bureau				5,200	5,200
All Sources				10,400	10,400

Summary of Work: The project will remove and replace failed asphalt sections, re-compact the sub-grade, and complete an asphalt overlay with new pavement markings. New clearly demarcated parking spaces will be established. ADA compliant stalls and access ramps will be constructed. New storm water drainage systems will be installed as necessary to meet engineering and environmental standards.

Rationale: The current parking facility has deteriorated to the point where it is impacting the operational readiness of the armory. As this facility supports full time staff and provides essential services to military retirees and veterans, ensuring safe and reliable access is mission critical.

Facility Characteristics: The Bluff Road armory parking area is 12,000 square yards and the armory and parking are were constructed in 1964 (62 years old). The parking area has had numerous pothole repairs over the years but has not received a full update since construction. The Armory National Guard Joint Force Headquarters, Serviced Member and Family Care, Retirees, and Veterans utilize the armory and parking area. Approximately 200 individuals utilize the armory and parking daily.

Financial Impact: The project will be funded from Appropriated State, Operating (uncommitted balance $1 million at March 18, 2026) and Federal, National Guard Bureau Funds (uncommitted balance $3.5 million at March 18, 2026). Revenue to the National Guard Bureau Fund is received from the Construction and Facilities Management Office's Master Cooperative Agreement funds. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $781,000 (internal) funded from Appropriated State, Operating and National Guard Bureau Funds.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(dd) Project: JBRC Item 31: Office of the Adjutant General
E24.9870: Unit Training and Equipment Site (UTES) Female Latrine

Request: Establish Phase II Full Construction Budget to renovate and expand the female latrine in Eastover.

Included in CPIP: No – The project was deemed a priority after the 2025 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, National Guard Bureau				655,449	655,449
All Sources				655,449	655,449

Summary of Work: The project will renovate the existing small female latrine within the building and expand it to meet current needs. The work includes new utilities and fixtures, mechanical, electrical, and plumbing requirements.

Rationale: This project will accommodate the increasing number of females in the National Guard with the appropriate latrine space.

Facility Characteristics: The Unit Training and Equipment Site is 10,000 square feet and was constructed in the 1980's (40+ years old). The existing small latrine will be expanded by approximately 500 square feet. All finishes and building systems are original to construction. The latrine is utilized by 11 female full-time and various transient personnel.

Financial Impact: The project will be funded from Federal, National Guard Bureau Funds (uncommitted balance $656k at March 10, 2026). Revenue to the National Guard Bureau Fund is received from the Construction and Facilities Management Office's Master Cooperative Agreement funds. The project is expected to result in an increase of $500 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $655,449 (internal) funded from National Guard Bureau Funds. This project is being requested for establishment at Phase II because it is an approved National Guard Bureau project that is being directly funded with money that was not received until March 10, 2026 due to the federal government shutdown. This funding must be fully obligated by September 30, 2026 or it must be returned. Contract execution is expected August 2026 and completion of construction in March 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(ee) Project: JBRC Item 32: Office of the Adjutant General
E24.9861: Clark's Hill Training Site Cabin Renovation

Request: Establish Phase II Full Construction Budget to complete interior and limited exterior renovations to a recreational use cabin.

Included in CPIP: Yes – 2025 CPIP Priority 16 of 23 in FY26 (estimated at $500,000)
Phase I Approval: April 2025 (estimated at $500,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, National Guard Bureau	7,500		7,500	474,165	481,665
All Sources	7,500		7,500	474,165	481,665

Summary of Work: This project will update interior finishes, cabinets, appliances, and heating/air systems in one recreational use cabin. On the exterior, the wood siding will be sealed, and rotting portions will be replaced, including trim and fascia. Additionally, the windows and doors will be replaced, and repairs will be made to the front and back porches.

Rationale: The cabins are aging and need finish and system upgrades to avoid increased maintenance costs. The cabins are high use at the training facility and therefore only one cabin is being taken off-line at this time. Additional cabins will be submitted individually in future years.

Facility Characteristics: There are six recreational use cabins at Clarks Hill Training Site. The cabins are 1,740 square feet each and were constructed in 2001 (25 years old). Only one cabin will be renovated in this project. Soldiers on and off duty have access to the cabins, in addition to retirees, and state employees of the agency. Approximately 300 soldiers utilize the cabins each year.

Financial Impact: The project will be funded from Federal, National Guard Bureau Funds (uncommitted balance $3.5 million at March 18, 2026). Revenue to the fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is expected to result in a decrease of $1,000 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $481,665 funded from National Guard Bureau Funds. Contract execution is expected in September 2026 and completion of construction in June 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(ff) Project: JBRC Item 33: Office of the Adjutant General
E24.9826: Statewide Readiness Center Stand-By Emergency Generators

Request: Increase Phase II Full Construction Budget to design and install the backup generators at the Newberry and Moncks Corner Readiness Centers.

Included in CPIP: Yes – 2025 CPIP Priority 8 of 23 in FY26 (estimated at $4,551,250)
Phase I Approval: October 2020 (estimated at $443,840) (JBRC)
Phase II Approval: May 2021 (estimated at $376,844) (JBRC)
Phase II Increase Approval: April 2022 (estimated at $457,600) (JBRC)
Phase II Increase Approval: August 2022 (estimated at $624,150) (JBRC)
Phase II Increase Approval: December 2022 (estimated at $857,566) (JBRC)
Phase II Increase Approval: November 2023 (estimated at $1,945,926) (SFAA)
Phase II Increase Approval: October 2024 (estimated at $3,283,097) (SFAA)
Phase II Increase Approval: June 2025 (estimated at $3,809,180) (SFAA)
Phase II Increase Approval: October 2025 (estimated at $3,851,250) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating	1,664	1,326,388	1,328,052	337,774	1,665,826
Federal, National Guard Bureau	4,994	2,518,204	2,523,198	310,459	2.833,657
All Sources	6,658	3,844,592	3,851,250	648,233	4,499,483

Summary of Work: The project was established to construct and install standby generators with automatic transfer switches at various locations across the state. After subsequent changes, the revised group includes Georgetown, Marion, Mullins, Walterboro, North Charleston, Beaufort, Varnville RC, Varnville FMS, Manning RC, McCrady Training Center Fire Station, McCrady Training Center Water Treatment system, Anderson (installation only), Newberry, and Moncks Corner. The design and construction for Anderson, Beaufort, Marion, Mullins, Georgetown, and Varnville RC are all completed. The design for Varnville FMS, Manning RC, McCrady Training Center Fire Station, McCrady Training Center Water Treatment System, Newberry and Moncks Corner have all been completed. The construction for Manning RC and McCrady Training Center Fire Station is completed. The construction for the McCrady Training Center Water Treatment

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

System, Varnville FMS, North Charleston, and Walterboro is ongoing. This request is to complete the installation of the back-up generators on the Newberry and Moncks Corner Readiness Centers. These are the last two generators to be completed under this project. The work at each readiness center includes a generator and concrete pad.

Rationale: The standby generators ensure continuous operations for the assigned units in the event commercial power is interrupted due to attacks on the power grid or during natural disasters. This project will contribute to energy security for the SC Army National Guard.

Facility Characteristics: The Georgetown, Marion, Mullins, Walterboro, North Charleston, Beaufort, Varnville RC, Varnville FMS, Manning RC, McCrady Training Center Fire Station, McCrady Training Center Water Treatment system, Anderson, Newberry, and Moncks Readiness Centers support soldiers, firefighters, and staff of the SC Army National Guard. Approximately 10,978 individuals utilize the readiness centers.

Financial Impact: This increase will be funded from Appropriated State, Operating (uncommitted balance $1 million at March 18, 2026), and Federal, National Guard Bureau Funds (uncommitted balance $3.5 million at March 18, 2026). The project is expected to result in an increase of $1,000 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $4,499,483 funded from Appropriated State Operating and National Guard Bureau Funds. Contract execution for Newberry and Moncks Corner is expected in August 2026 and completion of construction in March 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(gg) Project: JBRC Item 34: Office of the Adjutant General
E24.9831: MTC Building 3410 Roof Replacement

Request: Increase Phase II Full Construction Budget to cover higher than anticipated bid costs to remove and replace the roof on the McCrady Training Center located in Columbia.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase I Approval: January 2021 (estimated at $172,265) (JBRC Staff)

Phase II Approval: February 2024 (estimated at $182,059) (JBRC Staff)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, National Guard Bureau	2,590	179,469	182,059	99,941	282,000
All Sources	2,590	179,469	182,059	99,941	282,000

Summary of Work: This project will remove the existing metal roof and replace it with a standing seam metal roof. All gutters and downspouts will be metal fabricated. The roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The original contractor selected for this project was unable to execute the project and therefore the agency took the bid bond and went back to design. The revised cost estimate came in higher than the original design due to material cost increase. The existing roof system is leaking and affecting the interior finish of the building. Additionally, the existing roofing system has reached its life cycle replacement term of 20 years.

Facility Characteristics: Building 3410 is 4,200 square feet and was constructed in 1989 (37 years old). The roof is original to construction. The building is utilized by the Fires Support Team consisting of approximately 35 National Guard soldiers at any given time.

Financial Impact: The increase will be funded from Federal, National Guard Bureau Funds (uncommitted balance $3.5 million at March 18, 2026). Revenue to the fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $282,000 to be funded from National Guard Bureau Funds. Contract execution is expected in August 2026 and completion of construction in March 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(hh) Project: JBRC Item 35: Office of the Adjutant General
E24.9852: Armory Revitalizations 2024-2025

Request: Increase Phase II Full Construction Budget to complete the final design for Orangeburg and Manning Readiness Centers.

Included in CPIP: Yes – 2025 CPIP priority 20 of 23 FY26 (estimated at $30,000,000)
Phase I Approval: December 2023 (estimated at $22,000,000) (SFAA)
Revise Scope & Phase I Increase Approval: December 2024 (estimated at $22,000,000) (SFAA)
Phase II Approval: October 2025 (estimated at $30,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Capital Reserve (34)(b), (Armory Revitalization)		3,300,000	3,300,000		3,300,000
Appropriated State, Operating	110,377	952,932	1,063,309		1,063,309
Appropriated State, Armory Revitalization		3,072,000	3,072,000		3,072,000
FY23 Appropriated State, Proviso 118.19 (B)(74)(a), (Armory Revitalization)		1,331,151	1,331,151		1,331,151
FY26 Appropriated State, Proviso 118.22 (B)(69)(a), (Armory Revitalization)				893,945	893,945
Federal, National Guard Bureau	110,376	8,656,085	8,766,461	893,945	9,660,406
All Sources	220,753	17,312,168	17,532,921	1,787,890	19,320,811

Summary of Work: This annualized project will complete significant repairs and replacements at the Orangeburg, Manning, Clemson, and Seneca Readiness Centers. These items include roofing systems, windows, doors, water, sewer, HVAC, electrical, telecom systems, sidewalks, parking and road replacement and expansion. The pre-design for the Orangeburg, Manning, Clemson and Seneca Readiness Centers was previously approved and has been completed. This request will add the final design for the Orangeburg and Manning Readiness Centers. The Orangeburg Readiness Center will be expanded in addition to being renovated. The roofs for Seneca and Clemson have been evaluated by the Department of Administration, have been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

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SUBJECT: Permanent Improvement Projects

Rationale: The expansion of the Orangeburg Readiness Center will allow the facility to support more than one unit because of consolidation. Separate units require sole space for administrative, property security, and command separate. In most cases, items require replacement since they have exceeded their service life. In accordance with Federal law, the state of South Carolina is obligated to the National Guard Bureau to provide operation and maintenance funding for those facilities if there is a federally recognized unit assigned to the facilities.

Facility Characteristics: The Orangeburg Readiness Center is 26,268 square feet and was constructed in 1971 (55 years old). This Center will be expanded by 3,500 square feet in this project. The Manning Readiness Center is 25,960 square feet and was constructed in 1995 (31 years old). The Seneca Readiness Center is 15,500 square feet and was constructed in 1955 (71 years old). The Clemson Readiness Center is 23,000 square feet and was constructed in 1955 (71 years old). The Orangeburg Readiness Center supports 341 soldiers, the Manning Readiness Center supports 89 soldiers, the Seneca Readiness Center supports 150 soldiers, and the Clemson Readiness Center supports 150 soldiers.

Financial Impact: This increase will be funded from FY26 Appropriated State (nonrecurring) (uncommitted balance $2 million at March 18, 2026) and Federal, National Guard Bureau Funds (uncommitted balance $3.5 million at March 18, 2026). Revenue to the National Guard Bureau Fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is expected to result in an increase of $1,000 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $19,320,811 funded from Capital Reserve, Appropriated State Operating, Appropriated State Armory Revitalization, Appropriated State (nonrecurring), and National Guard Bureau Funds. The total estimated cost to complete all four readiness centers is $30,000,000. Construction completion of Seneca and Clemson Readiness Centers is expected in November 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(ii) Project: JBRC Item 36: Office of the Adjutant General
E24.9860: Training Sites TT Enlisted Barracks Replacement

Request: Increase Phase II Full Construction Budget to cover higher than anticipated bid costs for construction of Barracks #2.

Included in CPIP: Yes – 2025 CPIP Priority 22 of 23 in FY26 (Barracks #1 estimated at $1,896,985)
Phase I Approval: December 2024 (Barracks #1 & #2 estimated at $4,026,000) (SFAA)
Phase II Approval: August 2025 (Barracks #1 estimated at $1,896,985) (SFAA)
Phase II Increase Approval: February 2026 (Barracks #1 & #2 estimated at $3,704,985) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, National Guard Bureau	50,850	3,654,135	3,704,985	824,176	4,529,161
All Sources	50,850	3,654,135	3,704,985	824,176	4,529,161

Summary of Work: This annualized project will demolish existing WWII Era barracks and construct replacement Transient Training Enlisted (TT ENL) Barracks at the McCrady Training Center (MTC) Army National Guard Training Site. This project will complete four barracks (MTC #1, MTC #2, MTC #3, and MTC #4) from FY25 thru FY28. Each barracks building will be of permanent construction with a finished interior, including mechanical, electrical, and plumbing (MEP) systems, a latrine with showers, urinals, toilets, sinks and washer/dryer connections. The design for Barracks #1 and #2 has been completed. The construction of Barracks #1 is in progress. The construction of Barracks #2 has not yet begun. The roof to be installed has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The barracks to be replaced are no longer sufficient for housing soldiers because the structures are not insulated properly; the roofs are cost prohibitive to repair; there is no latrine; the windows are single pane; and the light fixtures are old and energy inefficient.

Facility Characteristics: The current McCrady Training Center site has four barracks that total 4,000 square feet and were moved from Fort Jackson in 1970 (56 years ago). Each new barrack to be constructed will be 3,200 square feet. These barracks support approximately 380 Army National Guard soldiers per year.

Financial Impact: The project will be funded from Federal, National Guard Bureau Funds (uncommitted balance $3.5 million at March 18, 2026). Revenue to the fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the

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SUBJECT: Permanent Improvement Projects

National Guard Bureau. The project is expected to result in a decrease of $1,000 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $4,529,161 funded from National Guard Bureau Funds. The total estimated cost of all four barracks is $10,469,795. Completion of construction of Barracks #1 is anticipated in December 2026. Contract execution for Barracks #2 is expected in August 2026 and completion of construction in July 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(jj) Project: JBRC Item 37: Department of Veterans Affairs
E26.9910: Veterans Victory House Curry Nurse Station Renovation

Request: Establish Phase I Pre-Design Budget to renovate two nursing stations and two semi-private resident rooms in the Curry Building.

Included in CPIP: Yes – 2025 CPIP Priority 2 of 6 in FY27 (estimated at $800,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Deferred Maintenance				12,000	12,000
All Sources				12,000	12,000

Summary of Work: The project will remove the current nursing station to create a larger gathering area for the residents that will allow safer operations for the staff and better care for the residents. The two semi-private resident rooms will be reconfigured to create the new nursing stations with improved medications security, treatment carts and medical devices.

Rationale: The renovation is needed to effectively and safely meet the needs of the resident veterans with functional and behavioral conditions.

Facility Characteristics: The Veteran Victory Nursing Home, located in Walterboro, is 124,800 square feet and was constructed in 2006 (20 years ago). The Curry Building being renovated in this project is 26,821 square feet. The area building renovated in the building is original to construction. The Veteran Victory Nursing Home houses 220 veterans and has 225 staff and support personnel.

Financial Impact: The project will be funded from Other, Deferred Maintenance Funds (uncommitted balance $108.35 million at March 24, 2026). Revenue in this fund are appropriated and authorized for the operation of State Veterans Homes and are used for operations, deferred maintenance, capital projects, ordinary repair, and maintenance of the State Veterans Homes. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $800,000 (internal) funded from Deferred Maintenance Funds.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(kk) Project: JBRC Item 38: Governor's School for the Arts and Humanities
H64.9600: Dining Hall Renovation

Request: Increase Phase II Full Construction Budget to add contingency funds to renovate and expand the dining space.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase II Approval: January 2023 (estimated at $1,235,900) (SFAA)

Phase II Increase Approval: June 2024 (estimated at $1,235,900) (SFAA)

Phase II Increase Approval: February 2026 (estimated at $1,352,875) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(9), (Dining Hall Expansion and Furniture Replacement)	512,950		512,950		512,950
FY24 Appropriated State, Proviso 118.19 (B)(6)(a), (Dining Hall Expansion and Furniture Replacement)		512,950	512,950		512,950
Appropriated State, Carryforward		116,975	116,975		116,975
Appropriated, Operating				50,000	50,000
Other, Aramark Contract Commitment		210,000	210,000		210,000
All Sources	512,950	839,925	1,352,875	50,000	1,402,875

Summary of Work: The renovation portion of this project includes demolishing several non-load bearing walls, relocating serving lines, installing new flooring, and replacing the furniture. The dining hall will be expanded by enclosing a covered outdoor space by adding walls and windows.

Rationale: The increase is needed to cover any unforeseen conditions that may arise during construction. The existing dining hall is only rated to accommodate 90 occupants. The combination of a student population of 238 and approximately 10 employees that dine on campus each day, far exceeds the hall's capacity. The current dining facilities are not usable by students with mobility challenges and do not meet current standards for accessibility. As the school seeks to have a more diverse student population, it is essential that this space meets the needs of all students.

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Having maintained the original furnishings, the dining area is outdated and institutional. Significant expansion of the dining space with furniture replacement is necessary at this time.

Facility Characteristics: The Dining Hall is 3,648 square feet and was constructed in 1999 (27 years old). No significant renovations have been completed since construction. An additional 1,037 square feet will be added under the outside arcade by adding walls and windows to enclose the space. The renovated and expanded space will increase occupancy from 90 to 180 seats inside and an additional 40 under a covered breezeway. Currently, there are three meal shifts. The facility serves all meals for students, staff, and special events such as parent weekends, orientation, and any other large student events. There are 238 students and 100 staff that dine there daily.

Financial Impact: The increase will be funded from FY26 Appropriated State, Operating Funds (uncommitted balance $1.43 million at March 19, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,402,875 funded from Appropriated State (nonrecurring), Appropriated State Carryforward, Appropriated State Operating, and Aramark Contract Commitment Funds. Completion of construction is anticipated in July 2026.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(ll) Project: JBRC Item 39: Vocational Rehabilitation Department
H73.9635: Dorm Building – Heat Pump Units Replacement

Request: Establish Phase I Pre-Design Budget to replace the existing water source heat pumps in the building.

Included in CPIP: Yes – 2025 CPIP Priority 6 of 7 in FY26 (estimated at $295,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, State Vocational Rehabilitation Services Grant				15,000	15,000
All Sources				15,000	15,000

Summary of Work: The project will replace the existing 23 water source heat pumps in the building. The work includes demolition, electrical, and ceiling and wall finish replacement.

Rationale: The system is out of date and costly to repair.

Facility Characteristics: The Dorm Building is 9,550 square feet and was constructed in 1986 (40 years old). This facility supports the Information Technology Training Center classroom, and together these facilities support and provide vocational rehabilitation services to individuals with a wide range of disabilities. The goal of these services is to prepare and assist eligible South Carolinians with disabilities to achieve and maintain competitive employment. The dorm houses 18 consumers with 5 staff.

Financial Impact: This phase of the project will be funded from Federal, State Vocational Rehabilitation Services Grant Funds (uncommitted balance $71.48 million at March 23, 2026). This revenue is received to assist in the provision of providing vocational rehabilitation services. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $735,600 (internal). Phase II will be funded from $661,850 in State Vocational Rehabilitation Services Grant and $73,750 in FY26 Appropriated State (nonrecurring) Funds. The Phase I amount requested is 2% of the estimated cost to complete the project and the additional amount will be used to complete onsite investigations required in order to recommend a new mechanical system. The estimated cost to complete the project has increased from the 2025 CPIP because the project scope has expanded from the CPIP submission to include replacement of existing ductwork, water piping, ceilings, lights and a totally new HVAC control system.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(mm) Project: JBRC Item 40: Vocational Rehabilitation Department
H73.9633: Evaluation Center / State Office Repaving

Request: Establish Phase II Full Construction Budget to repair and resurface parking areas, loading areas, and access roads.

Included in CPIP: Yes - 2025 CPIP Priority 5 of 7 in FY26 (estimated at $600,000)
Phase I Approval: February 2026 (estimated at $600,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY26 Appropriated State, Proviso 118.22 (B)(33)(a), (Evaluation VR Center/State Office Repaving)				150,000	150,000
Federal, State Vocational Rehabilitation Services Grant	20,000		20,000	704,500	724,500
All Sources	20,000		20,000	854,500	874,500

Summary of Work: The project will repair and resurface parking areas, loading areas, and access roads at the State Office building and Evaluation Center. The work includes demolition, striping, lighting, and landscaping.

Rationale: The parking areas and access roads are deteriorating and need repair and resurfacing.

Facility Characteristics: The State Office building is 34,511 square feet and Evaluation Center building is 22,203 square feet and both were constructed in 1984 (42 years old). Between both buildings the parking areas, loading areas, and access roads total 7,600 square yards and were constructed in 1996 (30 years old). These areas were last patched in 1992. The Evaluation Center provides vocational rehabilitation services to individuals with a wide range of disabilities. The goal of these services is to prepare and assist eligible citizens with disabilities to achieve and maintain competitive employment. The facilities are utilized by 140 staff and 55 to 65 consumers daily.

Financial Impact: This phase of the project will be funded from FY26 Appropriated State (nonrecurring) (uncommitted balance $150k at March 23, 2026) and Federal, State Vocational Rehabilitation Services Grant (uncommitted balance $71.48 million at March 23, 2026). The State Vocational Rehabilitation Services Grant revenue is received to assist in the provision of proving vocational rehabilitation services. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $874,500 funded from Appropriated State (nonrecurring) and State Vocational Rehabilitation Services Grant Funds. The estimated cost to complete the project has increased from the 2025 CPIP and the Phase I estimate due to significantly

AGENCY: Department of Administration, Facilities Management and Property Services

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increased asphalt unit prices and soil conditions. Contract execution is expected in September 2026 and completion of construction in June 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(nn) Project: JBRC Item 41: Vocational Rehabilitation Department
H73.9634: ITTC / Rehabilitation Engineering Building Repaving

Request: Establish Phase II Full Construction Budget to repair and resurface parking areas and access roads at two buildings.

Included in CPIP: Yes - 2025 CPIP Priority 4 of 7 in FY26 (estimated at $600,000)
Phase I Approval: February 2026 (estimated at $600,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY26 Appropriated State, Proviso 118.22 (B)(33)(b), (ITTC/Rehabilitation Engineering Building Repaving)				150,000	150,000
Federal, State Vocational Rehabilitation Services Grant	20,000		20,000	1,006,000	1,026,000
All Sources	20,000		20,000	1,156,000	1,176,000

Summary of Work: The project will repair and resurface parking areas and access roads at the Information Technology Training Center/Rehabilitation Engineering Building. The work includes demolition, striping, lighting, and landscaping.

Rationale: The parking areas and access roads are deteriorating and need repair and resurfacing.

Facility Characteristics: The Information Technology Training Center (ITTC) building is 9,400 square feet and was constructed in 1987 (39 years old). The Rehabilitation Engineering building is 11,706 square feet and was constructed in 1987 (39 years old). Between both buildings the parking areas, loading areas, and access roads total 10,700 square yards and were constructed in 1996 (30 years old). These areas were last patched in 1992 (34 years ago). The buildings house Rehabilitation Engineering, ITTC classrooms, Finance, Facilities Management, MDC (swimming pool & physical therapy) and the Human Resource Development Conference Center. The facilities provide vocational rehabilitation services to individuals with a wide range of disabilities. The goal of these services is to prepare and assist eligible citizens with disabilities to achieve and maintain competitive employment. The facilities are utilized by 75 staff and plus 60 to 70 consumers daily.

Financial Impact: This phase of the project will be funded from FY26 Appropriated State (nonrecurring) (uncommitted balance $150k at March 23, 2026) and Federal, State Vocational Rehabilitation Services Grant (uncommitted balance $71.48 million at March 23, 2026). The State Vocational Rehabilitation Services Grant revenue is

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

received to assist in the provision of proving vocational rehabilitation services. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,176,000 funded from Appropriated State (nonrecurring) and State Vocational Rehabilitation Services Grant Funds. The estimated cost to complete the project has increased from the 2025 CPIP and the Phase I estimate due to significantly increased asphalt unit prices and soil conditions. Contract execution is expected in August 2026 and completion of construction in April 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(oo) Project: JBRC Item 42: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9886: BPH Patient Lodges Domestic Hot Water Recirculation 2026

Request: Establish Phase I Pre-Design Budget to replace the existing, non-recirculating domestic hot water systems in eight Patient Lodges.

Included in CPIP: No – A 2025 CPIP was not submitted due to the dissolution of DMH.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance				15,389	15,389
All Sources				15,389	15,389

Summary of Work: The project will demolish the existing domestic non-circulating hot water supply piping system and replace it with a modern, looped domestic hot water piping system, including recirculation pumps, that continuously recirculate and reheat water, so that it is delivered quickly to opened hot water taps/faucets.

Rationale: The existing domestic hot water supply system is antiquated and is not a recirculating system. Domestic hot water systems are now required by mechanical/plumbing codes adopted by the SCC LLR Building Codes Council to be recirculating systems.

Facility Characteristics: The Bryan Psychiatric Hospital Building (BPH) is 209,679 square feet and was constructed in 1975 (51 years old). The eight Patient Lodges are 12,995 square feet each, totaling 103,960 square feet and were constructed in 1975 (51 years old). The domestic hot water system is original to construction. The hospital is an inpatient hospital for adults and adolescents. The lodges currently have 154 residents, and the hospital has 525 full-time hospital staff.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,025,963 (internal) funded from Capital Improvement & Maintenance Funds.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(pp) Project: JBRC Item 43: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9887: Columbia Area MHC HVAC Replacement

Request: Establish Phase I Pre-Design Budget to replace chiller and boiler at the mental health center.

Included in CPIP: Yes – 2024 CPIP Priority 7 of 20 in FY26 (estimated at $530,000).
A 2025 CPIP was not submitted due to the dissolution of DMH.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance				8,175	8,175
All Sources				8,175	8,175

Summary of Work: The project will replace the 130-ton air-cooled chiller and the 1.1 MBTU gas-fired water boiler at the Columbia Area Mental Health Center.

Rationale: The chiller and boiler are at the end of their useful life. The refrigerant and many replacement parts have been phased out and are no longer in production.

Facility Characteristics: The Columbia Area Mental Health Center has two (Adult Center and Child Adolescent Center) buildings totaling 58,995 square feet. The Adult Center was constructed in 2002 (24 years old). The Child Adolescent Center was constructed in 2008 (18 years old). The chiller and boiler support both Centers and are original to construction of the Adult Center. The Center provides case management, outpatient counseling and psychiatric treatment for children, adolescents, adults, and families in Richland County and surrounding areas. The Center has 109 staff and serve an average of 200 patients daily.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $545,000 (internal) funded from Capital Improvement & Maintenance Funds.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(qq) Project: JBRC Item 44: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9888: Columbia Area MHC Retaining Wall and CMU Repairs

Request: Establish Phase I Pre-Design Budget to repair retaining walls, concrete masonry units and brick deficiencies.

Included in CPIP: No – A 2025 CPIP was not submitted due to the dissolution of DMH.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance				4,035	4,035
All Sources				4,035	4,035

Summary of Work: The project will repair retaining walls, concrete masonry units (CMU) and brick deficiencies of the Columbia Area Mental Health Center Child/Adolescent building. This project will provide the installation of expansion joints with sealant and repair all failing/deteriorated mortar joints on the retaining and brick veneer walls.

Rationale: The facility's brick veneer and retaining walls have experienced multiple vertical and horizontal cracks in the CMUs of the retaining walls and brick veneer of the building due to the absence of expansion joints. These cracks create entry points for moisture/water to penetrate the interior of the facility.

Facility Characteristics: The Columbia Area Mental Health Center Child/Adolescent building is 30,780 square feet and was constructed in 2008 (18 years old). The retaining walls are original to construction. The Center provides case management, outpatient counseling and psychiatric treatment for children, adolescents, adults, and families in Richland County and surrounding areas. The Center has 109 staff and serves an average of 200 patients daily.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $269,000 (internal) funded from Capital Improvement & Maintenance Funds.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(rr) Project: JBRC Item 45: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9889: Spartanburg MHC Roof Replacement

Request: Establish Phase I Pre-Design Budget to replace the roof system and building exterior sealants around the perimeter of the facility.

Included in CPIP: Yes – 2024 CPIP Priority 15 of 20 in FY26 (estimated at $150,000).
A 2025 CPIP was not submitted due to the dissolution of DMH.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance				5,468	5,468
All Sources				5,468	5,468

Summary of Work: The project will replace the roof system and building exterior sealants (waterproofing) around the perimeter of the facility.

Rationale: The existing roof has exceeded its useful life, and the building has experienced multiple water intrusions from penetrations (exhaust vents, pipes, etc.) and improper flashing in valleys and exterior walls.

Facility Characteristics: The Spartanburg Mental Health Center is 48,243 square feet and was constructed in 2001 (25 years old). The roof is original to construction. The Center provides emergency services, case management, outpatient counseling and psychiatric treatment for children, adolescents, adults and families in Spartanburg County and surrounding areas. The Center currently has 115 staff and serves an average of 4,000 patients annually.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $364,500 (internal) funded from Capital Improvement & Maintenance Funds.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(ss) Project: JBRC Item 46: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9877: Beaufort MHC Interior & Restroom Improvements

Request: Establish Phase II Full Construction Budget to make interior improvements to the Coastal Empire Mental Health Center.

Included in CPIP: Yes – 2024 CPIP Priority 5 of 20 in FY26 (estimated at $150,000).
A 2025 CPIP was not submitted due to the dissolution of DMH.

Phase I Approval: October 2025 (estimated at $350,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	5,250		5,250	386,419	391,669
All Sources	5,250		5,250	386,419	391,669

Summary of Work: The project will make improvements to the kitchen/break areas and restrooms. The work will include wall finishes, flooring finishes, cabinets/counter tops, restroom fixtures and accessories.

Rationale: Interior improvements will provide more adequate accessibility for ADA requirements.

Facility Characteristics: The Coastal Empire (Beaufort) Mental Health Center is 16,766 square feet and was constructed in 1995 (31 years old). The interior finishes, fixtures, and accessories are original to construction. The project will renovate 1,370 square feet of interior space. The Center provides emergency services, case management, outpatient counseling, and psychiatric treatment for children, adolescents, adults, and families in Beaufort County and surrounding areas. The Center currently has 84 staff and serves an average of 2,500 patients annually.

Financial Impact: The project will be funded from Other, Capital Improvement and Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $391,669 funded from Capital Improvement and Maintenance Funds. Contract execution is expected in October 2026 and completion of construction in December 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(tt) Project: JBRC Item 47: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9880: Aiken MHC Roof Replacement

Request: Establish Phase II Full Construction Budget to replace the roof.

Included in CPIP: No – A 2025 CPIP was not submitted due to the dissolution of DMH.
Phase I Approval: October 2025 (estimated at $950,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	14,250		14,250	1,385,650	1,399,900
All Sources	14,250		14,250	1,385,650	1,399,900

Summary of Work: The project will replace the roof system with an insulated metal roof system and provide a complete insulated building envelope from exterior walls to the underside of the roof deck. The roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The building has experienced multiple water intrusions from penetrations (exhaust vents and pipes) and improper flashing in valleys around dormers. The complete insulated building envelope will also allow the facility to convert the anti-freeze fire sprinkler system into a wet pipe system.

Facility Characteristics: The Aiken Mental Health Center is 27,804 square feet and was constructed in 1997 (29 years old). The existing roof is original to the building. The Center houses 50-60 staff and serves 4,000 plus patients annually.

Financial Impact: The project will be funded from Other, Capital Improvement and Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,399,900 funded from Capital Improvement and Maintenance Funds. Contract execution is expected in December 2026 and completion of construction in April 2027. The estimated cost to complete the project has increased from the Phase I estimate due to significantly increased roofing construction costs and labor shortages.

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SUBJECT: Permanent Improvement Projects

(uu) Project: JBRC Item 48: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9884: Patient Lodges B, E & F - HVAC Repairs and Mold Remediation

Request: Revise Scope, Change Project Name, and Establish Phase II Full Construction Budget to repair HVAC and remediate mold.

Included in CPIP: No – The mold infestation was recently discovered.
Phase I Approval: December 2025 (estimated at $1,064,667) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	15,833		15,833	1,906,896	1,922,729
All Sources	15,833		15,833	1,906,896	1,922,729

Summary of Work: The project was established to repair existing air-handler internal condensation drainage systems, add secondary air-handler condensation drainage systems, repair and/or replace HVAC ductwork and/or insulation, and remediate mold infestation caused by malfunctioning internal air-handler condensation drainage systems, absence of secondary condensation drainage systems, and uninsulated HVAC supply diffusers. This revise scope request will add mold remediation for Patient Lodge E.

Rationale: As the agency was proceeding with scheduling replacement of the obsolete and partially functioning fire alarm system, the presence of hazardous mold was detected as a result from condensation related to damaged HVAC ductwork system insulation and improperly functioning HVAC air-handler's internal condensation collection pans, and the absence of secondary condensation collection and drainage systems that are required by contemporary mechanical codes. The replacement of the obsolete and failing fire alarm that is required by life-safety codes needs to be safely completed as quickly and efficiently as possible. To do that, safe access for the fire alarm system contractor(s) to the patient lodges is required. After submission of Phase I for this project, the mold assessment results were received for Lodge E and revealed significant mold contamination.

Facility Characteristics: Patient Lodges B, E, and F on the Bryan/Hall Psychiatric Hospital campus are each 12,995 square feet and were constructed in 1977 (49 years old). The HVAC systems are approximately 16 years old. The patient lodges house inpatient psychiatric adults and adolescents. Bryan Psychiatric Hospital includes 525 full-time staff and serves 200 plus outpatients annually.

Financial Impact: The project will be funded from Other, Capital Improvement and Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source

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into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,922,729 funded from Capital Improvement and Maintenance Funds. Contract execution is expected in January 2027 and completion of construction in September 2027. The estimated cost to complete the project has increased from the Phase I estimate due to adding Patient Lodge E and an 18.7% contingency for unforeseen conditions as recommended by the A&E firm.

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SUBJECT: Permanent Improvement Projects

(vv) Project: JBRC Item 49: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9808: Crafts-Farrow Campus Electrical Distribution System

Request: Increase Phase II Full Construction Budget for Dominion Energy of South Carolina (DESC) to demolish the switchgear/substation and provide a separate high voltage/primary power feed to transformers at each of the three campuses located on Farrow Road in Columbia.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 28 in FY25 (estimated at $1,200,000).
A 2025 CPIP was not submitted due to the dissolution of DMH.

Phase I Approval: December 2021 (estimated at $1,200,000) (SFAA)

Phase II Approval: April 2025 (estimated at $1,784,360) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	18,000	1,766,360	1,784,360	2,827,646	4,612,006
All Sources	18,000	1,766,360	1,784,360	2,827,646	4,612,006

Summary of Work: The project will demolish the antiquated switchgear/substation and provide a separate high voltage/primary power feed to transformers (with separate meters) at each of the three campuses. DESC will own and maintain the three separate high voltage/primary power feeds, including the transformers, at each of the three campuses. The medium voltage/secondary power will flow from the DESC owned transformers on each campus, into the buildings, etc. of each campus, via a new medium voltage/secondary power grid at each campus that are also included in the scope of the project. Construction of the medium voltage/secondary power grids at the three campuses will be provided by a licensed electrical contractor, procured in accordance with the SC Consolidated Procurement Code, and will be owned and maintained by SCBHDD-OMH.

Rationale: The increase will cover DESC's cost for provision of primary power infrastructure, and the engineer's cost estimate increase of the secondary power infrastructure. The existing power infrastructure grid that services Crafts-Farrow, Bryan-Hall, and Morris Village located on Farrow Road are configured such that DESC feeds high-voltage/primary power via a single feed to a single switchgear/substation that is located on the Crafts Farrow Campus. From the single switchgear/substation, high voltage/primary power is distributed to the three campuses. Because of this single distribution point, the potential of losing power to all three campuses simultaneously exists, should the switchgear/substation fail.

Facility Characteristics: The Crafts-Farrow State Hospital includes 17 buildings that total 278,578 square feet and were constructed between 1911 (115 years old) and 2007 (19 years old). There are 490 staff and support personnel which include Forensic Staff, Physical

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Plant Services, Employee Training, IT, Public Safety, Nutrition Services, Vehicle Management, and other various administrative personnel. The Bryan/Hall Psychiatric Hospital includes 27 buildings that total 209,679 square feet and were constructed between 1977 (49 years old) and 2015 (11 years old). There are over 200 patients and 519 staff which provide inpatient mental health treatment services for adults and juveniles. The Morris Village Treatment Center includes 31 buildings that total 89,047 square feet and were constructed between 1975 (51 years old) and 2002 (24 years old). The existing switchgear/substation is more than 50 years old. There are 100 patients and 120 staff which include Administrative, Support, Alcohol, and Drug Addition Programs.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $4,612,006 funded from Capital Improvement & Maintenance Funds. Contract execution is expected in September 2026 and completion of construction in December 2028.

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SUBJECT: Permanent Improvement Projects

(ww) Project: JBRC Item 50: SC Governor's School for Agriculture at John De La Howe
L12.9523: JDLH Residence Halls Renovation

Request: Revise Scope and Increase Phase II Full Construction Budget to remove three staff houses from the project, and to renovate the third residence hall.

Included in CPIP: Yes – 2025 CPIP Priority 3 of 3 in FY26 (estimated at $600,000 for the FY26 increase)

Phase I Approval: December 2021 (estimated at $889,209) (JBRC)

Phase II Approval: August 2022 (estimated at $889,209) (JBRC)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, operating	11,498	877,711	889,209		889,209
FY26 Appropriated State, Proviso 118.22 (B)(6)(d), (Remodel Hester College)				600,000	600,000
All Sources	11,498	877,711	889,209	600,000	1,489,209

Summary of Work: The project was established to renovate three residence halls and three staff houses. The work includes plumbing, electrical, roofing, and flooring where needed. Additionally, the interior will be painted, and keyless entry and security cameras will be installed on the exterior. This revise scope request will remove the three staff houses from the project. The roofs have been evaluated by the Department of Administration and have been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. The renovations to Hessie Morrah and Charleston Residence Hall have been completed and are currently occupied with approximately 22 students.

Rationale: Due to higher than anticipated bid costs, only two residence halls can be renovated within the current project budget. The budget increase will allow for the renovation of Hester Residence Hall. This residence hall has not been in use for over 10 years. The renovations will allow JDLH to accept additional students as well as add an additional resident advisor to the staff.

Facility Characteristics: There are three residence halls located on the campus of the SC Governor's School for Agriculture at John De La Howe. Hessie Morrah Residence Hall is 4,784 square feet and was constructed in 1967 (59 years old). Hester Residence Hall is 4,784 square feet and was constructed in 1967 (59 years old). Charleston Residence Hall is 4,551 square feet and was constructed in 1939 (87 years old). These facilities are used for student housing. Additionally, the residence halls may be used during the summer to host agriculture camps. Hessie Morrah and Charleston Residence halls are currently occupied with approximately 22 students. Hester Residence Hall will be occupied by 12 students and 1 resident advisor.

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Financial Impact: This increase will be funded from Appropriated State (nonrecurring) Funds (uncommitted balance $600k at March 16, 2026). The project is expected to result in an increase of $15,000 (year 1) and $23,000 (years 2 thru 3) in annual operating expenditures.

Full Project Estimate: $1,489,209 funded by Appropriated State, Operating and Appropriated State (nonrecurring) Funds. The agency has confirmed with the contractor that they will hold the pricing from 2024 to complete the project. Contract execution is expected in August 2026 with construction completion in November 2026.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(xx) Project: JBRC Item 51: Department of Corrections
N04.9806: COA Renovate Office to Lab

Request: Establish Phase I Pre-Design Budget to renovate part of the Central Office Annex.

Included in CPIP: No – The agency intended to complete the construction in house and therefore the cost was not anticipated to rise to the level of qualifying as a PIP.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating				3,750	3,750
All Sources				3,750	3,750

Summary of Work: The project will upgrade the plumbing, electrical, and install any necessary interior finishes. The work will be completed by outside contractors.

Rationale: The current medical lab is housed in an old antiquated modular building. These renovations will allow the medical lab to be relocated to the Central Office Annex building.

Facility Characteristics: The Central Office Annex building is 22,155 square feet and was constructed in 1997 (29 years old). Approximately 3,020 square feet will be renovated. This space is currently used for storage and administrative staff. The administrative staff will relocate into other offices with partitions. The Central Office Annex building is a medical facility for the Department of Corrections. The medical lab processes all clinical samples for all correction institutions statewide. The lab has approximately 10 employees.

Financial Impact: The project will be funded from Appropriated State, Operating Funds (uncommitted balance $59.28 million at March 17, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $500,000 (internal) funded from Appropriated State, Operating Funds.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(yy) Project: JBRC Item 52: Department of Corrections
N04.9807: Statewide Paving 2026

Request: Establish Phase I Pre-Design Budget to complete road and parking lot re-paving and repairs at various correctional institutions.

Included in CPIP: No – The agency did not know if they had the funding to complete the project during the 2025 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating				75,000	75,000
All Sources				75,000	75,000

Summary of Work: The project will repave and repair entrance and perimeter roads, parking lots, and a loading dock access road at Evans Correctional, Allendale Correctional, Lieber Correctional, Broad River Correctional, Ridgeland Correctional, McCormick Correctional, Kirkland Correctional, and Support Services. The work will be completed by in-house supervisors and engineers, and outside contractors.

Rationale: The roads are in disrepair and continue to deteriorate and develop potholes. The condition of the roads has caused damage to vehicles used by officers, which as a result require repair.

Facility Characteristics: The correctional institutions impacted by this project include Evans, Allendale, Lieber, Broad River, Ridgeland, McCormick, and Kirkland. The perimeter roads and parking lot included in this project at Evans, Allendale, Lieber, Broad River, Ridgeland, and McCormick Perimeter roads are original to construction (30 to 40 years old). The parking lot at Kirkland is approximately 20 years old. The support service road is approximately 35 years old. Perimeter roads are used continuously 24 hours a day by a roving patrol to keep perimeter clear of escapes and contraband. The roads are also used for maintenance and farm vehicles. The support service road is used by approximately 400 vehicles a day for staff and tractor trailers to ship supplies to other institutions. Parking lots hold approximately 300 cars each.

Financial Impact: The project will be funded from Appropriated State, Operating Funds (uncommitted balance $59.28 million at March 17, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $5,000,000 (internal) funded from Appropriated State, Operating Funds.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(zz) Project: JBRC Item 53: Department of Corrections
N04.9808: Statewide Roof Replacement 2026

Request: Establish Phase I Pre-Design Budget to complete roof replacements on support buildings at various correctional institutions.

Included in CPIP: No – The agency did not know if they had the funding to complete the project during the 2025 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating				75,000	75,000
All Sources				75,000	75,000

Summary of Work: The project will replace roof assemblies, asphalt shingles and underlayment, insulation, vapor-barriers, gutters, trim and associated flashing materials at MacDougall Correctional, Manning Correctional, Evans Correctional, Broad River Correctional, and McCormick Correctional. Additionally, miscellaneous roof repairs will be completed at various other correctional institutions. The work will be completed by in-house supervisors and engineers, and outside contractors. All roofing material options will be evaluated during the Phase I process.

Rationale: The roofs have exceeded their useful life and need to be replaced.

Facility Characteristics: The correctional institutions impacted by this project include MacDougall, Manning, Evans, Broad River and McCormick. Roof replacement will be completed on a maintenance shop at MacDougall, an administration building at Manning, and cafeterias at Evans, Broad River, and McCormick. The roofs on these buildings are original to construction (35 to 37 years old). This project will affect most of the SCDC inmate population of approximately 16,000 inmates and 4,500 staff.

Financial Impact: The project will be funded from Appropriated State, Operating Funds (uncommitted balance $59.28 million at March 17, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $5,000,000 (internal) funded from Appropriated State, Operating Funds.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(aaa) Project: JBRC Item 54: Department of Corrections
N04.9809: Water & Wastewater Statewide Maintenance 2026

Request: Establish Phase I Pre-Design Budget to complete renovations and upgrades to water treatment facilities and wastewater systems at various correctional institutions.

Included in CPIP: No – The agency did not know if they had the funding to complete the project during the 2025 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating				75,000	75,000
All Sources				75,000	75,000

Summary of Work: The project will complete renovations and equipment upgrades to water treatment facilities and wastewater systems at Turbeville Correctional, Perry Correctional, Wateree Correctional, Tyger River Correctional, Ridgeland Correctional, and Kershaw Correctional. The work includes replacement of bar screens and equipment. Additionally, miscellaneous repairs will be completed at various other correctional institutions. The work will be completed by in-house supervisors and engineers, and outside contractors.

Rationale: The project will keep system operations compliant with the Department of Environmental Services and local municipal permit requirements.

Facility Characteristics: The correctional institutions impacted by this project include Turbeville, Perry, Wateree, Tyger River, Ridgeland, and Kershaw. The systems are original to construction (35 to 40 years old). There are approximately 2,000 individuals per institution impacted by this project.

Financial Impact: The project will be funded from Appropriated State, Operating Funds (uncommitted balance $59.28 million at March 17, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $5,000,000 (internal) funded from Appropriated State, Operating Funds.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(bbb) Project: JBRC Item 55: Department of Corrections
N04.9796: Lee Engineering Room Upgrades

Request: Revise Scope and Establish Phase II Full Construction Budget to replace water heating units in 10 building mechanical rooms at Lee Correctional Institution.

Included in CPIP: Yes – 2025 CPIP Priority 7 of 9 in FY27 (estimated at $2,283,548).
Phase I Approval: June 2023 (estimated at $2,283,548) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating	30,679		30,679	3,305,000	3,335,679
All Sources	30,679		30,679	3,305,000	3,335,679

Summary of Work: The project was established to remove existing piping, boilers and pumps, replace water heaters, and all electrical wiring in 14 mechanical rooms at the Lee Correctional Institution. This revise scope request removes 4 of the building mechanical rooms. The work in those rooms was completed in-house.

Rationale: The heating units are not functioning properly due to age, leaking water from corroded pipes, pumps and heat systems. Existing systems are outdated, and parts are no longer available.

Facility Characteristics: Lee Correctional Institution is 505,194 square feet and was constructed in 1992 (34 years old) The 10 mechanical rooms are 150 square feet each, totaling 1,500 square feet. They are used to house the utilities for operation of the buildings at Lee Correctional Institution. There are 2 engineering rooms per dorm and approximately 300 inmates are housed in each dorm. The correctional institution houses approximately 3,000 inmates and has an average of 250 staff members.

Financial Impact: The project will be funded from Appropriated State, Operating Funds (uncommitted balance $59.28 million at March 17, 2026). The project is expected to result in a decrease of $2,500 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $3,335,679 funded from Appropriated State Operating Funds. The estimated cost to complete this project is higher than the 2025 CPIP submission and the Phase I estimate due to cost increases and the cost required to replace pumps versus repairing them. Contract execution is expected in July 2026 and completion of construction in July 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(ccc) Project: JBRC Item 56: Department of Juvenile Justice
N12.9643: DJJ Kitchen and Laundry Building Replacements

Request: Establish Phase II Full Construction Budget to replace the kitchen and laundry facilities at the Midlands Evaluation and Development Center.

Included in CPIP: Yes – 2025 CPIP Priority 4 of 13 in FY26 (estimated at $6,500,000)
Phase I Approval: October 2025 (estimated at $6,500,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(51)(a), (Broad River Road Complex Renovations)	97,500		97,500	8,227,500	8,325,000
Appropriated State, Carryforward				95,956	95,956
All Sources	97,500		97,500	8,323,456	8,420,956

Summary of Work: The project will replace both facilities with a single building housing both functions. The new building will include a larger front office, kitchen preparation space, and include a loading dock. The roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The current kitchen has become more difficult to maintain as it has aged. The underground utilities routed under the slab have deteriorated to the point where major disruptions to services are occurring with increasing regularity. Additionally, the design of the building leaves it susceptible to pipe bursts during the winter months. The current laundry facility no longer meets the agency's needs. The existing buildings will be demolished at a later date as part of a separate project.

Facility Characteristics: The existing cafeteria is 6,550 square feet and was constructed in 1970 (56 years old). The existing laundry is approximately 2,800 square feet and was constructed in 1940 (86 years old). The new facility to be constructed will be approximately 10,425 square feet. Both facilities support the juveniles housed at the agency's two secure facilities in the Columbia area, which together can hold 264 youth.

Financial Impact: This phase of the project will be funded from FY24 Appropriated State (nonrecurring) (uncommitted balance $8.23 million at March 24, 2026) and FY25 Appropriated State, Carryforward Funds (uncommitted balance $1.17 million at March 24, 2026). The project is expected to result in an increase of $35,000 (year 1) and $70,000 (years 2 thru 3) in annual operating expenditures.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

Full Project Estimate: $8,420,956 funded from Appropriated State (nonrecurring) and Appropriated State, Operating Funds. The estimated cost to complete the project has increased from the 2025 CPIP and the Phase I estimate primarily due to the site that has been selected. This site will require more prep work and rerouting underground utilities that were not originally anticipated. Additionally, the previous estimate used a lower cost per square foot. Contract execution is expected in December 2026 and completion of construction in December 2028.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(ddd) Project: JBRC Item 57: Department of Juvenile Justice
N12.9638: Upgrade Evaluation Center Gatehouses

Request: Increase Phase II Full Construction Budget to construct new gatehouses at the Midlands, Upstate, and Coastal Evaluation Centers.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase II Approval: April 2025 (estimated at $3,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(51)(b), (Comprehensive Permanent Improvement Projects)	3,000,000		3,000,000		3,000,000
Other, Capital Expenditure Charge (FY26 Proviso 67.17)				1,000,000	1,000,000
All Sources	3,000,000		3,000,000	1,000,000	4,000,000

Summary of Work: The project will construct a new gatehouse at each evaluation center. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. The existing gatehouses will remain until further operational plans dictate otherwise.

Rationale: The increase will cover increased construction costs due to the square footage increasing from 600 square feet to 1,175 square feet each. The current gatehouses are of the same design and do not have sufficient room for the security screening equipment now in use, i.e., body scanners, package scanners, and magnetometers. Additionally, the current gatehouses do not have bathrooms which require constant adjustments by staff to accommodate bathroom breaks for the staff assigned to that post. This project will increase the safety and security of staff, juveniles and visitors by ensuring that everyone is screened properly before they enter the facility.

Facility Characteristics: The gatehouse at the Midlands Evaluation Center is 120 square feet and was constructed in 1996 (30 years old). The gatehouse at the Upstate Evaluation Center is 120 square feet and was constructed in 1997 (29 years old). The gatehouse at the Coastal Evaluation Center is 120 square feet and was constructed in 2002 (24 years old). The new gatehouses to be constructed will be 1,175 square feet each. All staff and visitors at each evaluation center pass through the gatehouses to enter the facility. Each evaluation center has approximately 70 staff that enter and exit the facility multiple times daily. The number of visitors, which include law enforcement, DJJ staff assigned to other locations, lawyers, family members of the juveniles, and others varies daily.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

Financial Impact: This increase will be funded from Other, Capital Expenditure Charge (uncommitted balance $1.05 million at March 24, 2026. Revenue to this fund is received from local governments utilizing Department of Juvenile Justice detention centers to cover capital expenditures and investments in the facilities that house such juveniles. The project is expected to result in an increase of $10,575 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $4,000,000 funded from Appropriated State (nonrecurring) and Capital Expenditure Charge Funds. For the Midlands Evaluation Center, contract execution is expected in April 2026 and completion of construction in August 2027. For the Upstate Evaluation Center, contract execution is expected in May 2026 and completion of construction in September 2027. For the Coastal Evaluation Center, contract execution is expected in August 2026 and completion of construction in December 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(eee) Project: JBRC Item 58: Criminal Justice Academy
N20.9639: Renovate North and West Dorm Restrooms

Request: Increase Phase II Full Construction Budget to cover increased costs to complete dorm restroom renovations.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase II Approval: January 2023 (estimated at $1,240,553) (Admin.)

Phase II Increase Approval: October 2025 (estimated at $1,549,325) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(55)(a), (Dormitory Restrooms Renovation)	1,240,553		1,240,553		1,240,553
Other, Fines & Fees		308,772	308,772	136,391	445,163
All Sources	1,240,553	308,772	1,549,325	136,391	1,685,716

Summary of Work: The project will renovate forty-eight (48) restrooms at the Academy's North and West Dormitories. The work includes the replacement of ceramic tile floors and walls, doors and hardware, cabinetry, acoustic ceiling panels, and interior painting. The West Dormitory restroom renovation is complete.

Rationale: The additional funds are needed to cover extensive unforeseen asbestos removal costs and a change order to complete the North dorm. The dormitory restrooms have never been renovated and are in poor condition.

Facility Characteristics: The Academy is 131,400 square feet and was constructed in 1972 (54 years old). The North Dormitory restrooms total 14,643 square feet. The West Dormitory restrooms total 15,300 square feet. The restrooms are original to the building. The dormitories house law enforcement cadets while in training. Approximately 2,000 students, faculty, and staff utilize the facility annually.

Financial Impact: The increase will be funded from Other, Fines and Fees Funds (uncommitted balance $3.05 million at March 24, 2026). Revenue to this fund is derived from collected fines and fees by the court system and remitted to the agency by the Treasurer's office monthly. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,685,716 funded from Appropriated State (nonrecurring) and Fines and Fees Funds. Completion of construction is anticipated in November 2026.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(fff) Project: JBRC Item 59: Forestry Commission
P12.9611: Chelsea Plantation Project

Request: Revise Scope and Establish Final Land Acquisition to purchase +/- 2,684 acres and two buildings in Jasper County.

Included in CPIP: Yes – 2025 CPIP Priority 4 of 4 in FY26 (estimated at $32,000,000)
Phase I Approval: June 2025 (estimated at $32,120,000) (SFAA)
Revise Scope Approval: February 2026 (estimated at $32,120,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Timber Sales Revenue	120,000		120,000		120,000
Other, Forest Legacy Grant				23,400,000	23,400,000
All Sources	120,000		120,000	23,400,000	23,520,000

Rationale: The project was established to acquire +/- 2,724 acres and subsequently revised to acquire +/- 2,896 acres. This is a working forest tract that has been identified as priority for conserving working forest land. The property and surrounding area are in imminent danger of being lost to development. Acquisition of this property will provide protection to +/- 600 acres of saltwater marsh with 1.5 miles of marsh along Hazard Creek that empties into the Port Royal Sound. This property will also provide water for water protection for the adjacent Beaufort-Jasper Water and Sewer Authority facility and water canal. After acquisition, the property will be managed by the Forestry Commission for multiple use and sustain yield. Multiple use management includes enhancing timber production, fish and wildlife habitat, air and water quality, soil conservation, scenic beauty, scientific research, and recreational opportunities. Sustained yield means assuring that the renewable resources of the forest will always be available without impairing the productivity of the land. This revise scope request will remove an +/- 212 acre tract that will be acquired later in a separate project due to a delay in due diligence and funding.

Characteristics: The property is located near the community of Okatie. The property includes three buildings that are approximately 1,600 square feet each. One of the buildings will be demolished by the current owner before the property is acquired.

Financial Impact: The property is being offered by The Nature Conservancy for $23,400,000. The acquisition will be funded from Other, Forest Legacy Grant Funds (uncommitted balance $23.4 million at March 23, 2026). An appraisal completed in October 2025 valued the property at $23,870,000 with a conservation easement. Open Space Institute will hold the conservation easement on +/- 2,684 acres and it will become effective at closing for this property. A Phase I Environmental Site Assessment was completed in March 2025 and found no evidence of recognized environmental conditions in connection with the property. Home Inspections were completed for

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the 2 residential structures located on the property and found needed repairs. There are no renovations or construction planned at this time. Letters of support have been received from Jasper County Council and Jasper County School District authorizing the removal of the property from the tax rolls. Acquisition of the property is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $23,520,000 funded from Timber Sales Revenue and Forest Legacy Grant Funds.

Other: There is currently a lease in place for approximately 6 billboards on portions of the property to be acquired. The current lease term is anticipated to end in 2034. The Forestry Commission has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(ggg) Project: JBRC Item 60: Department of Natural Resources
P24.6125: McCormick-Bordeaux Dove Field Workshop Replacement

Request: Establish Phase I Pre-Design Budget to demolish a workshop and construct a new workshop in McCormick County.

Included in CPIP: No – The project was not included in the 2025 CPIP submission in error.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Carryforward				9,155	9,155
All Sources				9,155	9,155

Summary of Work: The project will demolish a workshop and construct a new one in McCormick County. The new workshop will have an office area, a kitchenette, and a single toilet bathroom with an emergency use shower. Other features include a concrete apron situated outside the roll-up doors, a lean-to shed off the side of the building for additional equipment storage, a walk-in cooler for seed and specimen storage, and a 220v outlet for the welder. A septic system is required as public sewer is not available. A well and electrical service are already in place. All roofing material options will be evaluated during the Phase I process.

Rationale: The location of the existing workshop, which is at 1009 McIntosh Road outside McCormick on the Bordeau Wildlife Management Area (WMA) property, is the most suitable location to construct the replacement. The Bordeau WMA staff work out of this facility where all equipment is housed. During construction, equipment will be temporarily split across smaller sheds at McCalla WMA in Abbeville County and another WMA (with no assigned name) in the county. Staff will be mobile during this time. The Bordeau workshop is needed primarily for equipment storage, maintenance, and repairs. Staff complete mechanical work, and most equipment maintenance and repairs are performed in-house, thereby reducing downtime and cost to keep equipment operational. A modernized building with sufficient space will better facilitate field operations.

Facility Characteristics: The existing Bordeau workshop is 3,200 square feet and was constructed in 1955 (71 years old). The new workshop to be constructed will be 2,400 square feet. It will house the II.D.1. Regional Wildlife Operations for Region 1. It is utilized by agency staff assigned to this WMA on a regular basis.

Financial Impact: This phase of the project will be funded from FY25 Appropriated State, Carryforward Funds (uncommitted balance $509k at May 4, 2026). The project is expected to result in an increase of $100 (year 1) and $200 (years 2 thru 3) in annual operating expenditures.

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SUBJECT: Permanent Improvement Projects

Full Project Estimate: $610,300 (internal). Phase II will be funded from $110,300 in Appropriated State, Carryforward and $500,000 in Fish & Wildlife Protection Funds.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(hhh) Project: JBRC Item 61: Department of Natural Resources
P24.6145: Colleton – South Fenwick Island Dock Replacement

Request: Establish Phase I Pre-Design Budget to demolish the existing dock and construct a new dock on South Fenwick Island.

Included in CPIP: No – The need for this project was unknown during the CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, National Oceanic and Atmospheric Administration Grant				4,815	4,815
All Sources				4,815	4,815

Summary of Work: The project will demolish the existing dock and construct a new one.

Rationale: The existing dock is old and is reaching the end of its useful life. This has been compounded by Hurricane Helene in 2024 and by multiple king tide events in 2025. Due to rising sea levels, the dock has experienced over wash during spring high tides on average at least 3 times per year for the past 3 years. During high winds, tides, or storms, substantial debris from the marsh grass is deposited on the wood and causes boards to uplift and shift.

Facility Characteristics: The existing dock on South Fenwick Island is the only staff and publicly accessible dock on the island. It already existed when most of the island was acquired by the agency and ACE Basin NERR in 2016. Periodic repairs have been made after consecutive events that caused damage. The replacement dock to be constructed will be 1,300 square feet. South Fenwick Island is managed by 3 full-time and 1 part-time staff member. It is used by researchers, community members, campers, hunters, and students. Approximately 250 visitors come to the island to camp, fish, hunt, birdwatch, and learn annually.

Financial Impact: This phase of the project will be funded from Federal, National Oceanic and Atmospheric Administration Grant Funds (uncommitted balance $300,000 at March 22, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $321,000 (internal). Phase II will be funded from $300,000 in National Oceanic and Atmospheric Administration Grant and an in-kind match. The in-kind match comes from banked match from previously acquired reserve land.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(iii) Project: JBRC Item 62: Department of Natural Resources
P24.6119: Barnwell - Barnwell Hatchery Office Renovations

Request: Establish Phase II Full Construction Budget to renovate portions of an office building on the Barnwell State Fish Hatchery site.

Included in CPIP: Yes – 2025 CPIP Priority 16 of 18 in FY27 (estimated at $230,000)
Phase I Approval: December 2024 (estimated at $200,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Carryforward	3,000		3,000	264,375	267,375
All Sources	3,000		3,000	264,375	267,375

Summary of Work: The project will renovate office spaces, restroom, and kitchen/break room in the original wing of the Barnwell office. The work includes asbestos abatement, plumbing and electrical system upgrades, installation of data ports, replacing interior roof panels as part of the asbestos abatement and insulation, and restroom upgrades to comply with current ADA standards.

Rationale: The building has had irregular use since the hatchery was closed approximately 20 years ago. The existing electrical, plumbing, and other infrastructure is falling into disrepair and needs to be updated because the hatchery is being brought back into production status. The renovations will provide up-to-date office space for additional staff hired as part of that effort.

Facility Characteristics: The Barnwell Office Building is approximately 3,000 square feet and was constructed in 1947 (79 years old). The portion of the building to be renovated is approximately 887 square feet. The building has undergone minimal renovations since it was constructed. It will be utilized by the Barnwell Hatchery Program, Region 3 Freshwater Fisheries (lab), and Law Enforcement. Approximately 20 staff members will utilize the building daily.

Financial Impact: The project will be funded from FY25 Appropriated State, Carryforward Funds (uncommitted balance $509k at May 4, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $267,375 funded from Carryforward Funds. Contract execution is expected in September 2026 and completion of construction in March 2027.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(jjj) Project: JBRC Item 63: Department of Natural Resources
P24.6129: Marlboro – Lake Paul Wallace Dam Repair

Request: Change Source of Funds and Establish Phase II Full Construction Budget to repair and rebuild the dam in Bennettsville.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 60 in FY26 (estimated at $26,000,000)
Phase I Approval: August 2025 (estimated at $26,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY26 Appropriated State, Proviso 118.22 (B)(44)(e), (State Lakes – High Hazard Dams and Spillway Repair)				25,879,700	25,879,700
Other, Water Recreation Resource	1,000,000		1,000,000	(1,000,000)	
All Sources	1,000,000		1,000,000	24,879,700	25,879,700

Summary of Work: The project will completely redesign and rehabilitate the dam to comply with the current SC Dams and Reservoirs Safety Act standards. This will be an extensive design that will enable the dam to safely pass the Probable Maximum Flood event without failing. This will include improvements to the earthen dam embankment for seismic design criteria, new spillway structure with larger conveyance capacity, improvements to the separation dike, and downstream clearing.

Rationale: On May 6, 2024, the dam suffered internal erosion that caused a partial failure of the dam. Residents in the downstream communities of Shady Rest and Richardson Park were evacuated from their homes as a result of flooding from the dam failure. This dam is classified as a High Hazard Dam by the SC Department of Environmental Services (SCDES).

Facility Characteristics: The Lake Paul Wallace dam was constructed in 1959 (67 years old) and has been an asset to the City of Bennettsville and is adjacent to Marlboro County residents. Prior to the dam failure the City of Bennettsville used the upper end of Lake Wallace as a potable water supply source for the City's water system.

Financial Impact: This phase of the project will be funded from FY26 Appropriated State (nonrecurring) Funds (uncommitted balance $27.75 million at March 24, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $25,879,700 funded from FY26 Appropriated State (nonrecurring) Funds. Contract execution is expected in June 2026 and completion of construction in April 2028.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(kkk) Project: JBRC Item 64: Department of Natural Resources
P24.6141: Pickens - South Saluda River WMA Land Acquisition (Woods Tract)

Request: Establish Preliminary Land Acquisition for the purpose of investigating the acquisition of +/- 28 acres in Pickens County.

Included in CPIP: Yes – 2025 CPIP Priority 53 of 60 in FY26 (estimated at $30,000 for due diligence activities)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(44)(f), (Land Conservation)				1,302	1,302
FY24 Appropriated State, Proviso 118.19 (B)(37)(b), (Land Conservation Acquisition)				10,397	10,397
FY25 Appropriated State, Proviso 118.20 (B)(37)(c), (Habitat Protection and Land Conservation)				8,301	8,301
All Sources				20,000	20,000

Rationale: Acquisition of the property will allow for comprehensive land management, additional access to South Saluda WMA, additional river access for recreational trout fishing, including prescribed burning and invasive species control. If acquired, the property will be open to the public for outdoor recreational activities as part of the South Saluda Wildlife Management Area Program.

Characteristics: The property is contiguous to the current South Saluda WMA.

Financial Impact: The property is offered by Naturaland Trust for not more than appraised value, which is anticipated to be $400,000. The due diligence activities will be funded from FY23 Appropriated State (nonrecurring) (uncommitted balance $1.31k at March 23, 2026), FY24 Appropriated State (nonrecurring) (uncommitted balance $13.88 million at March 23, 2026), and FY25 Appropriated State (nonrecurring) (uncommitted balance $450k at March 23, 2026). If acquired, no construction or renovations will be completed on the property. The acquisition is expected to result in an increase of $15,000 (years 1 and 2) in annual operating expenditures.

Full Project Estimate: $420,000 (internal). The Final Land Acquisition will be funded from Appropriated State (nonrecurring) Funds.

Other: The South Carolina Department of Natural Resources has coordinated and collaborated with the South Carolina Conservation Bank to confirm the proposed

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conservation land acquisition of this property is an appropriate conservation purchase and it will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(lll) Project: JBRC Item 67: Department of Natural Resources
P24.6112: Florence - Woodbury HP/WMA Land Acquisition (Snow's Island)

Request: Establish Final Land Acquisition to purchase +/- 5,181 acres in Florence County.

Included in CPIP: Yes – 2025 CPIP Priority 22 of 60 in FY26 (estimated at $10,020,000)
Phase I Approval: April 2025 (estimated at $10,020,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, USDA Forest Legacy Program				8,500,000	8,500,000
Federal, USFWS NAWCA Grant				1,500,000	1,500,000
Other, Heritage Land Trust	20,000		20,000		20,000
All Sources	20,000		20,000	10,000,000	10,020,000

Rationale: Snow's Island provides miles of river and creek frontage. This property abuts to the majority of the 66-mile Revolutionary Rivers Trail, a federally recognized water trail along the State's designated Scenic Lynches and Great Pee Dee rivers. Once acquired, the property will be established as a Heritage Preserve and placed in the agency's Wildlife Management Area Program. In addition to the outdoor recreation activities that will be available to the public, this property represents unique and significant natural and cultural resources.

Characteristics: This property is low lying and dominated by bottomland hardwood forest and floodplains associated with the Great Pee Dee River. It is comprised of several oxbow lakes and remnant stream channels that support a diversity of wildlife species.

Financial Impact: The property is offered by Open Space Institute Land Trust, Inc. for $10,000,000. The acquisition will be funded from Federal, USDA Forest Legacy Program (uncommitted balance $8.5 million at March 23, 2026) and Federal, USFWS North American Wetland Conservation Act Funds (uncommitted balance $1.5 million at March 23, 2026). The USDA Forest Legacy Grant funds were awarded to protect certain habitat specified in the grant application which includes Snow's Island. The USFWS North American Wetland Conservation Act funds were awarded based on adherence to protecting wetlands and meeting other habitat criteria as specified in the grant application. An appraisal completed in March 2026 valued the property at $15,545,000. A Phase I Environmental Site Assessment was completed in March 2026 and found no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment is not required because there are no buildings located on the property. Letters of support are not required authorizing the removal of the property from the tax rolls because the

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property is owned by a non-profit entity. Once acquired, no construction will be completed on the property. The project is expected to result in an increase of $10,000 (year 1), and $5,000 (years 2 thru 3) in annual operating expenditures.

Full Project Estimate: $10,020,000 funded from USDA Forest Legacy Program, USFWS NAWCA Grant, and Heritage Land Trust Funds.

Other: The South Carolina Department of Natural Resources has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Permanent Improvement Projects

(mmm) Project: JBRC Item 68: Department of Parks, Recreation & Tourism
P28.9778: Venues at Arsenal Hill Improvements

Request: Increase Phase II Full Construction Budget to complete the renovation of Caldwell Boyleston House.

Included in CPIP: Yes - 2025 CPIP Priority 1 of 33 in FY26 (estimated at $20,000,000)
Phase I Approval: October 2019 (estimated at $8,350,000) (SFAA)
Phase II & Change Project Name Approval: April 2022 (estimated at $10,375,000) (SFAA)
Phase II Increase Approval: October 2024 (estimated at $14,375,000) (SFAA)
Phase II Increase Approval: October 2025 (estimated at $16,375,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Carryforward	250,000		250,000		250,000
FY22 Appropriated State, Proviso 118.18 (41)(d), (Venues at Arsenal Hill)		8,350,000	8,350,000		8,350,000
FY25 Appropriated State, Proviso 118.20 (38)(a), (Agency Property Development)		3,000,000	3,000,000		3,000,000
FY25 Appropriated State, Proviso 118.20 (38(o), (Venues at Arsenal Hill Project)		1,000,000	1,000,000		1,000,000
FY26 Appropriated State, Proviso 118.22 (45)(a), (Agency Property Development)				6,000,000	6,000,000
Other, Park Revenue		3,544,848	3,544,848		3,544,848
Other, Department of Administration Depreciation Reserve		230,152	230,152		230,152
All Sources	250,000	16,125,000	16,375,000	6,000,000	22,375,000

Summary of Work: The project was established to complete renovations at the various venues located on the property. Renovations completed at the Lace House include a new HVAC, interior and emergency lighting repairs, electrical and other utility repairs, a new

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catering kitchen and elevator, ADA access improvement, office space improvements, interior and exterior wall, siding, and rot/decay repairs, window and ceiling repairs, security system expansion, and patio repairs. Renovations completed at the Carriage House include a new HVAC, interior and emergency lighting repairs, electrical and sprinkler repairs and additions, a new catering kitchen, ADA access improvements, roof replacement, foundation, structural, and brick repairs and upgrades, additional water fountain and office space, repair and refinish flooring, doors, and roof, and interior and exterior wall, siding repairs. The completed Garden renovations include landscaping, irrigation and pathway replacement, refurbish the arbor, gazebo, and tea house, and add infrastructure and lighting for hosting events. Completed renovations at the Mansion Mall include landscaping and irrigation replacement, fountain sealing and improvements, plaza resurfacing, and adding infrastructure and lighting for hosting events. Completed renovations at the Service Area include repairing drainage and utilities, adding infrastructure and lighting for hosting events, improving parking, sidewalks and driveways, enlarging gates for two-way traffic, adding a plaza for guest use, adding a dumpster area with screening, adding an additional facility with an ADA restroom, commercial kitchen, and storage, and a new garden maintenance building. This increase will complete renovations at the Caldwell Boyleston House to include a new HVAC, interior and emergency lighting repairs, electrical and other utility repairs, a new catering kitchen and elevator, ADA access improvement, roof replacement, office space improvements, and interior and exterior wall, siding, and rot/decay repairs. The roof systems have been evaluated by the Department of Administration, have been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: This increase will allow the completion of the renovation of The Caldwell Boyleston House. It has been central to the overall project. The project will stabilize and repair historic facilities, providing better access, improved safety, and improved visitors' experience.

Facility Characteristics: The Caldwell Boylston House is 7,070 square feet and was constructed in 1830 (196 years old). The Lace House is 10,520 square feet and was constructed in 1830 (196 years old). The Carriage House is 1,500 square feet and was constructed in 1854 (172 years old). The Gardens are approximately 100,000 square feet and were constructed between 1835 (191 years old) and 1963 (63 years old). The Mansion Mall is approximately 42,000 square feet and was constructed in 1986 (40 years old). The Service Area is approximately 45,000 square feet and was constructed between 1910 (116 years old) and 1986 (40 years old). The property receives 100,000 visitors per year.

Financial Impact: This increase will be funded from FY26 Appropriated State (nonrecurring) Funds (uncommitted balance $15 million at March 9, 2026). The project is not expected to result in any change in annual operating expenditures.

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Full Project Estimate: $22,375,000 funded from Appropriated State Carryforward, Appropriated State (nonrecurring), Park Revenue, and Department of Administration Depreciation Reserve Funds. The renovations for the Lace House, Carriage House, and the Northwest Events Garden have been completed. Completion of construction for the Boyleston Gardens is expected in October 2026. Contract execution for the Caldwell Boyleston House is expected in July 2026 and completion of construction in February 2027.

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(nnn) Project: JBRC Item 69: Department of Parks, Recreation, and Tourism
P28.9798: Fair Play Welcome Center Rebuild and Beautification

Request: Increase Phase II Full Construction Budget to construct a new Welcome Center.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase I Approval: September 2021 (estimated at $6,500,000) (SFAA)

Phase II Approval: August 2023 (estimated at $8,529,513) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY20 Capital Reserve (2), (State Parks Deferred Maintenance)	97,500	2,402,500	2,500,000		2,500,000
FY22 Appropriated State, Proviso 118.19 (B)(41)(f), (Fair Play Welcome Center Rebuild and Beautification)		4,000,000	4,000,000		4,000,000
FY22 Appropriated State, Proviso 118.19 (B)(41)(g), (Fair Play Welcome Center Rebuild and Beautification)		2,029,513	2,029,513	885,000	2,914,513
All Sources	97,500	8,432,013	8,529,513	885,000	9,414,513

Summary of Work: This project will demolish the outdated facility and construct a new, more energy efficient Welcome Center at the site. The new Center will include high performing glazing and thermal insulation that exceeds minimum building code requirements. Energy efficient LED lighting is planned for all spaces. HVAC systems will meet ASHRE requirements for ventilation and indoor air quality, as well as efficiency requirements prescribed by the Energy Code. The roof system to be installed has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: This increase will add contingency funds to the project. Construction is currently underway, and the project has faced a series of budget challenges such as increased costs associated with asphalt demolition, abandoned storm sewer and infrastructure, water tie-in to the new Center, retaining wall guard rail, and additional inspections associated with these items. Further, the project estimates an additional cost associated with the removal of trees and the shoreline management required by the US Army Corps of Engineers related to enhancing the site view of the new Center.

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Facility Characteristics: The Welcome Center that was demolished was 8,200 square feet and was constructed in 1969 (57 years old). The new Center will be 9,602 square feet. The Center will house the Welcome Center Program, providing visitor services and marketing tourism opportunities and venues throughout the state. Additionally, the Center will provide expanded restroom facilities to improve visitor experience. It receives about 700,000 visitors per year.

Financial Impact: This increase will be funded from FY22 Appropriated State (nonrecurring) Funds (uncommitted balance $4.09 million at March 12, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $9,414,513 funded from FY20 Capital Reserve and FY22 Appropriated State (nonrecurring) Funds. Completion of construction is expected in December 2026.

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(ooo) Project: JBRC Item 74: Department of Parks, Recreation & Tourism
P28.9861: Property Acquisition – Waites – Rebecca (Becky) Work

Request: Increase Final Land Acquisition to purchase +/- 114.93 acres in Horry County.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase I Approval: October 2024 (estimated at $8,020,000) (SFAA)

Phase II Approval: June 2025 (estimated at $1,020,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(38)(a), (Additional Park Property Acquisitions)	20,000		20,000		20,000
Other, SCCB, (National Coastal Wetland Conservation Grant Program)		1,000,000	1,000,000		1,000,000
Other, Ducks Unlimited, (North American Wetland Conservation Act Grant)				1,000,000	1,000,000
All Sources	20,000	1,000,000	1,020,000	1,000,000	2,020,000

Rationale: Subsequent to the final land acquisition approval, state partners learned in August 2025 that Ducks Unlimited $1 million US Fish & Wildlife Services' North American Wetland Conservation Act application was approved. This increase is needed to reimburse more of the original grant back to the SC Office of Resilience, thus reducing the overall state investment. The location of this tract in proximity to the causeway to the island makes it a keystone tract to acquire in the Waites Island assemblage. The undeveloped areas of Little River Neck and Waites Island have long been a conservation priority for the state. Acquisition of this property will protect some fragile and threatened habitats while lessening the impacts of storm events and other coastal threats.

Characteristics: The property is three distinct parcels totaling +/- 114.93 acres. This property is undeveloped.

Financial Impact: The property was sold by Rebecca (Becky) Work to Open Space Institute for $8,000,000 in November 2024. Open Space Institute is offering the property for $2,000,000. The acquisition will be funded from Other, National Coastal Wetland Conservation Grant Program funds awarded to the SC Conservation Bank (uncommitted balance $1 million at March 13, 2026) and Other, North American Wetland Conservation Act Grant Funds awarded to Ducks Unlimited (uncommitted balance $1 million at March 13, 2026). The project is not expected

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to result in any change in annual operating expenditures. An appraisal was completed in June 2024 and valued the property at $19,320,000. A Phase I Environmental Site Assessment was completed in June 2024 and found no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment is not required because there are no buildings located on the property. Letters of support have been received from Horry County and Horry County School District.

Full Project Estimate: $2,020,000 funded from Appropriated State (nonrecurring), National Coastal Wetland Conservation Grant Program, and North American Wetland Conservation Act Grant Funds.

Other: The South Carolina Department of Parks, Recreation & Tourism has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

AUTHORITY ACTION REQUESTED:

Approve permanent improvement project establishment requests and budget revisions as requested by the Department of Administration, Facilities Management and Property Services. All items have been reviewed favorably by the Joint Bond Review Committee.

ATTACHMENTS:

Agenda item worksheet and attachments

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SFAA Item	JBRC Item2	Agency Code	Agency Name	Project ID	Project Name	Action Proposed	Included in CPIP?	Current Budget	Requested Change	Phase I	Total Phase II Budget	SOF (excludes proposed Phase II if currently seeking Phase I)
(a)	1	H15	College of Charleston	9692	MUSC/CofC Center for Nursing Education	Establish Phase I	No	-	635,000	635,000	12,697,248	FY22 Capital Reserve (4)
(b)	2	H15	College of Charleston	9677	Stern Student Center Renovation	Phase II Increase	No	44,000,000	950,000	900,000	44,950,000	FY16 Capital Reserve (29) / FY19 Capital Reserve (12), FY20 Capital Reserve (1), FY22 Appropriated State, Proviso 118.18 (B)(12), Other - Auxiliary Dining Revenues, Other - Capital Improvement Project, Other - College Fees Balance Forward
(c)	3	H21	Lander University	9579	Student Housing Construction 2026	Establish Phase I	Yes	-	600,000	600,000	40,000,000	Other - Housing Auxiliary
(d)	4	H21	Lander University	9580	Carnell Learning Center Renovation	Establish Phase II	Yes	-	8,000,000	-	8,000,000	FY26 Appropriated State, Proviso 118.22 (B)(15)(b)
(e)	5	H27	University of South Carolina - Columbia	6167	Capstone Renovation	Establish Phase I	Yes	-	2,000,000	2,000,000	100,000,000	Other - Housing Maintenance Reserve
(f)	6	H29	University of South Carolina - Aiken	9565	Quadrangle Renovation	Establish Phase I	No	-	160,000	160,000	4,000,000	Other - Institutional
(g)	7	H38	University of South Carolina - Salkehatchie	9532	Student Commons & Conference Center Upfit	Establish Phase II	Yes	60,000	3,940,000	60,000	4,000,000	FY24 Capital Reserve (13) / FY23 Capital Reserve (14)
(h)	8	H38	University of South Carolina - Salkehatchie	9531	FY23 Maintenance, Renovation, and Replacement	Decrease Budget & Revise Scope	No	4,000,000	(400,000)	-	3,600,000	FY23 Capital Reserve (14)
(i)	9	H47	Winthrop University	9599	Dacus Library Renovation	Decrease Budget & Revise Scope	Yes	6,000,000	(3,850,000)	75,000	2,150,000	FY25 Capital Reserve (19) / FY23 Appropriated State - Proviso 118.19 (B)(25)(c)
(j)	10	H47	Winthrop University	9630	Dinkins Hall Renovation	Change Source of Funds	Yes	4,009,996	-	-	4,009,996	FY25 Capital Reserve (19) / FY23 Appropriated State - Proviso 118.19 (B)(25)(c)
(k)	11	H59	Central Carolina Technical College	6383	Kershaw Campus Expansion	Establish Phase I	Yes	-	200,000	200,000	30,000,000	FY24 Appropriated State, Proviso 118.19 (B)(20)(b)
(l)	12	H59	Midlands Technical College	6370	3245 Platt Spring Road Building Project - Acquisition	Final Land Acquisition	Yes	45,000	5,678,000	45,000	5,723,000	Other - College
(m)	13	H59	Northeastern Technical College	6217	Cheraw Campus Boiler/Chiller Upgrades	Phase II Increase	No	2,500,000	1,405,980	-	3,905,980	FY22 Appropriated State, Proviso 118.18 (B)(27)(k) / FY23 Appropriated State, Proviso 118.19 (B)(27)(h) / FY24 Appropriated State, Proviso 119.19 (B)(20)(i) / FY22 Capital Reserve (24) / FY24 Capital Reserve (18)(h)
(n)	14	H59	Piedmont Technical College	6384	Technical Innovation Center	Establish Phase I	Yes	-	507,906	507,906	25,395,296	Other - Greenwood County Capital Project Sales Tax
(o)	15	H59	Piedmont Technical College	6333	Library and Student Engagement Center	Phase II Increase & Revise Scope	Yes	12,795,684	1,000,000	109,500	13,795,684	FY25 Capital Reserve (21)(h) / FY22 Appropriated State, Proviso 118.18 (B)(27)(n) / FY23 Appropriated State - Proviso 118.19 (B)(27)(j) / FY25 Appropriated State, Proviso 118.20 (B)(21)(i)(ii) / FY26 Appropriated State, Proviso 118.22 (B)(27)(m)
(p)	16	H59	Spartanburg Community College	6315	SCC Tyger River HVAC & Boiler Replacements	Phase II Increase	No	3,394,950	339,006	-	3,733,956	FY23 Appropriated State - Proviso 118.19 (B)(27)(k)
(q)	17	H59	Spartanburg Community College	6361	Industrial Spark Building Acquisition	Final Land Acquisition & Revise Scope	Yes	36,250	15,823,250	36,250	15,859,500	FY24 Appropriated State, Proviso 118.19 (B)(20)(m)
(r)	19	H59	York Technical College	6381	454 S. Anderson Road Property Acquisition	Final Land Acquisition	No	50,000	6,826,100	50,000	6,876,100	FY23 Appropriated State - Proviso 118.19 (B)(27)(y)
(s)	20	D10	South Carolina Law Enforcement Division	9536	SLED Headquarters Cyber Remodel	Establish Phase II & Revise Scope	Yes	31,659	2,986,400	31,659	3,018,059	Other - Record Search Fees
(t)	21	D50	Department of Administration	6208	Dennis Building - First Floor Reception Area Renovation	Establish Phase I	Yes	-	12,865	12,865	524,345	FY23 Appropriated State - Proviso 118.19 (B)(50)(b)
(u)	22	D50	Department of Administration	6195	Calhoun Building - Flooring Repair and Replacement Floors 3-5	Establish Phase II	Yes	16,525	689,634	16,525	706,159	Appropriated State
(v)	23	D50	Department of Administration	6198	Mills/Jarrett Building - Parking Lot Improvements	Establish Phase II	Yes	33,000	484,874	33,000	517,874	Other - Depreciation Reserve
(w)	24	D50	Department of Administration	6199	Wade Hampton Building - Window Replacement	Establish Phase II	Yes	93,500	4,806,500	93,500	4,900,000	Appropriated State
(x)	25	D50	Department of Administration	6201	Brown Building - Renovate SCALC Court Rooms	Establish Phase II	No	11,150	563,850	11,150	575,000	Other - SCALC FY25 Appropriated State - Carryforward
(y)	26	D50	Department of Administration	6202	McEachern Parking Facility - Re-striping & Minor Repairs	Establish Phase II	Yes	5,433	356,783	5,433	362,216	Appropriated State / Other - Depreciation Reserve
(z)	27	D50	Department of Administration	6203	Mills /Jarrett Building - Elevator Modernization	Establish Phase II	Yes	15,000	1,120,835	15,000	1,135,835	Appropriated State / FY23 Appropriated State - Proviso 118.19 (B)(71)(a)
(aa)	28	D50	Department of Administration	6204	Supreme Court Building - Bathroom Renovations	Establish Phase II	Yes	11,000	437,446	11,000	448,446	Appropriated State
(bb)	29	D50	Department of Administration	6181	Supreme Court Building - First and Second Floor Carpet Replacement	Phase II Increase & Revise Scope	Yes	487,500	40,900	18,280	528,400	Other - Depreciation Reserve / Other - Judicial Development
(cc)	30	E24	Office of the Adjutant General	9869	Bluff Road Armory Parking Improvements	Establish Phase I	No	-	10,400	10,400	781,000	Appropriated State - Operating / Federal - National Guard Bureau
(dd)	31	E24	Office of the Adjutant General	9870	Unit Training and Equipment Site (UTES) Female Latrine	Establish Phase II	No	-	655,449	-	655,449	Federal - National Guard Bureau

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SFAA Item	JBRC Item2	Agency Code	Agency Name	Project ID	Project Name	Action Proposed	Included in CPIP?	Current Budget	Requested Change	Phase I	Total Phase II Budget	SOF (excludes proposed Phase II if currently seeking Phase I)
(ee)	32	E24	Office of the Adjutant General	9861	Clark's Hill Training Site Cabin Renovation	Establish Phase II	Yes	7,500	474,165	7,500	481,665	Federal - National Guard Bureau
(ff)	33	E24	Office of the Adjutant General	9826	Statewide Readiness Center Stand-By Emergency Generators	Phase II Increase	Yes	3,851,250	648,233	6,658	4,499,483	Appropriated State - Operating / Federal - National Guard Bureau
(gg)	34	E24	Office of the Adjutant General	9831	MTC Building 3410 Roof Replacement	Phase II Increase	No	182,059	99,941	2,590	282,000	Federal - National Guard Bureau
(hh)	35	E24	Office of the Adjutant General	9852	Armory Revitalizations 2024-2025	Phase II Increase	Yes	17,532,921	1,787,890	220,753	19,320,811	FY25 Capital Reserve (34)(b) / Appropriated State - Operating / Appropriated State - Armory Revitalization / FY23 Appropriated State - Proviso 118.19 (B)(74)(a) / FY26 Appropriated State - Proviso 118.22 (B)(69)(a) / Federal - National Guard Bureau
(ii)	36	E24	Office of the Adjutant General	9860	Training Sites TT Enlisted Barracks Replacement	Phase II Increase	Yes	3,704,985	824,176	50,850	4,529,161	Appropriated State - Operating / Federal - National Guard Bureau
(jj)	37	E26	Department of Veterans Affairs	9910	Veterans Victory House Curry Nurse Station Renovation	Establish Phase I	Yes	-	12,000	12,000	800,000	Other - Deferred Maintenance
(kk)	38	H64	Governor's School for the Arts and Humanities	9600	Dining Hall Renovation	Phase II Increase	No	1,352,875	50,000	-	1,402,875	FY23 Appropriated State - Proviso 118.19 (B)(9) / FY24 Appropriated State - Proviso 118.19 (B)(6)(a) / Appropriated State - FY25 Carryforward / Appropriated State - Operating / Other - Aramark Contract Commitment
(ll)	39	H73	Vocational Rehabilitation Department	9635	Dorm Building – Heat Pump Units Replacement	Establish Phase I	Yes	-	15,000	15,000	735,600	Federal - State Vocational Rehabilitation Services Grant
(mm)	40	H73	Vocational Rehabilitation Department	9633	Evaluation Center / State Office Repaving	Establish Phase II	Yes	20,000	854,500	20,000	874,500	FY26 Appropriated State, Proviso 118.22 (B)(33)(a) / Federal - State Vocational Rehabilitation Services Grant
(nn)	41	H73	Vocational Rehabilitation Department	9634	ITTC / Rehabilitation Engineering Building Repaving	Establish Phase II	Yes	20,000	1,156,000	20,000	1,176,000	FY26 Appropriated State, Proviso 118.22 (B)(33)(b) / Federal - State Vocational Rehabilitation Services Grant
(oo)	42	J12	Department of Mental Health	9886	BPH Patient Lodges Domestic Hot Water Recirculation 2026	Establish Phase I	No	-	15,389	15,389	1,025,963	Other - Capital Improvement & Maintenance
(pp)	43	J12	Department of Mental Health	9887	Columbia Area MHC HVAC Replacement	Establish Phase I	No	-	8,175	8,175	545,000	Other - Capital Improvement & Maintenance
(qq)	44	J12	Department of Mental Health	9888	Columbia Area MHC Retaining Wall and CMU Repairs	Establish Phase I	No	-	4,035	4,035	269,000	Other - Capital Improvement & Maintenance
(rr)	45	J12	Department of Mental Health	9889	Spartanburg MHC Roof Replacement	Establish Phase I	No	-	5,468	5,468	364,500	Other - Capital Improvement & Maintenance
(ss)	46	J12	Department of Mental Health	9877	Beaufort MHC Interior & Restroom Improvements	Establish Phase II	No	5,250	386,419	5,250	391,669	Other - Capital Improvement & Maintenance
(tt)	47	J12	Department of Mental Health	9880	Aiken MHC Roof Replacement	Establish Phase II	No	14,250	1,385,650	14,250	1,399,900	Other - Capital Improvement & Maintenance
(uu)	48	J12	Department of Mental Health	9884	Patient Lodges B, E & F - HVAC Repairs and Mold Remediation	Establish Phase II, Revise Scope, & Change Project Name	No	15,833	1,906,896	15,833	1,922,729	Other - Capital Improvement & Maintenance
(vv)	49	J12	Department of Mental Health	9808	Crafts-Farrow Campus Electrical Distribution System	Phase II Increase	No	1,784,360	2,827,646	18,000	4,612,006	Other - Capital Improvement & Maintenance
(ww)	50	L12	SC Governor's School for Agriculture at John De La Howe	9523	JDLH Residence Halls Renovation	Phase II Increase & Revise Scope	Yes	889,209	600,000	11,498	1,489,209	Appropriated State - Operating / FY26 Appropriated State - Proviso 118.22 (B)(6)(d)
(xx)	51	N04	Department of Corrections	9806	COA Renovate Office to Lab	Establish Phase I	No	-	3,750	3,750	500,000	Appropriated State - Operating
(yy)	52	N04	Department of Corrections	9807	Statewide Paving 2026	Establish Phase I	No	-	75,000	75,000	5,000,000	Appropriated State - Operating
(zz)	53	N04	Department of Corrections	9808	Statewide Roof Replacement 2026	Establish Phase I	No	-	75,000	75,000	5,000,000	Appropriated State - Operating
(aaa)	54	N04	Department of Corrections	9809	Water & Wastewater Statewide Maintenance 2026	Establish Phase I	No	-	75,000	75,000	5,000,000	Appropriated State - Operating
(bbb)	55	N04	Department of Corrections	9796	Lee Engineering Room Upgrades	Establish Phase II & Revise Scope	Yes	30,679	3,305,000	30,679	3,335,679	Appropriated State - Operating
(ccc)	56	N12	Department of Juvenile Justice	9643	DJJ Kitchen and Laundry Building Replacements	Establish Phase II	Yes	97,500	8,323,456	97,500	9,420,956	FY24 Appropriated State - Proviso 118.19 (B)(51)(a) / FY25 Appropriated State - Carryforward
(ddd)	57	N12	Department of Juvenile Justice	9638	Upgrade Evaluation Center Gatehouses	Phase II Increase	No	3,000,000	1,000,000	-	4,000,000	FY24 Appropriated State - Proviso 118.19 (B)(51)(b) /Other - Capital Expenditure Charge
(eee)	58	N20	Criminal Justice Academy	9639	Renovate North and West Dorm Restrooms	Phase II Increase	No	1,549,325	136,391	-	1,685,716	FY23 Appropriated State - Proviso 118.19 (B)(55)(a) / Other - Fines & Fees
(fff)	59	P12	Forestry Commission	9611	Chelsea Plantation Project	Final Land Acquisition & Revise Scope	Yes	120,000	23,400,000	120,000	23,520,000	Other - Timber Sales Revenue / Other - Forestry Legacy Grant
(ggg)	60	P24	Department of Natural Resources	6125	McCormick-Bordeaux Dove Field Workshop Replacement	Establish Phase I	No	-	9,155	9,155	610,300	FY25 Appropriated State - Carryforward
(hhh)	61	P24	Department of Natural Resources	6145	Colleton – South Fenwick Island Dock Replacement	Establish Phase I	No	-	4,815	4,815	321,000	Federal - National Oceanic and Atmospheric Administration Grant
(iii)	62	P24	Department of Natural Resources	6119	Barnwell - Barnwell Hatchery Office Renovations	Establish Phase II	Yes	3,000	264,375	3,000	267,375	FY25 Appropriated State - Carryforward

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(jjj)	63	P24	Department of Natural Resources	6129	Marlboro – Lake Paul Wallace Dam Repair	Establish Phase II & Change Source of Funds	Yes	1,000,000	24,879,700	1,000,000	25,879,700	FY26 Appropriated State - Proviso 118.22 (B)(44)(e)
(kkk)	64	P24	Department of Natural Resources	6141	Pickens - South Saluda River WMA Land Acquisition (Woods Tract)	Preliminary Land Acquisition	Yes	-	20,000	20,000	420,000	FY23 Appropriated State - Proviso 118. (B)(44)(f) / FY24 Appropriated State - Proviso 118.19 (B)(37)(b) / FY25 Appropriated State - Proviso 118.20 (B)(37)(c)
(lll)	67	P24	Department of Natural Resources	6112	Florence - Woodbury HP/WMA Land Acquisition (Snow's Island)	Final Land Acquisition	Yes	20,000	10,000,000	20,000	10,020,000	Federal - USDA Forest Legacy Program/ Federal - USFWS NAWCA Grant / Other - Heritage Land Trust
(mmm)	68	P28	Department of Parks, Recreation & Tourism	9778	Venues at Arsenal Hill Improvements	Phase II Increase	Yes	16,375,000	6,000,000	250,000	22,375,000	Appropriated State - Carryforward / FY22 Appropriated State - Proviso 118.18 (B)(41)(d) / FY25 Appropriated State - Proviso 118.20 (B)(38)(a) & (0) / FY26 Appropriated State Proviso 118.22 (B)(45)(a) / Other - Park Revenue / Other - Department of Administration Depreciation Reserve
(nnn)	69	P28	Department of Parks, Recreation & Tourism	9798	Fair Play Welcome Center Rebuild and Beautification	Phase II Increase	No	8,529,513	885,000	97,000	9,414,513	FY20 Capital Reserve (2) / Y22 Appropriated State - Proviso 118.18 (B)(41)(f) & (g)
(ooo)	74	P28	Department of Parks, Recreation & Tourism	9861	Property Acquisition – Waites – Rebecca (Becky) Work	Final Land Acquisition Increase	No	1,020,000	1,000,000	20,000	2,020,000	FY24 Appropriated State - Proviso 118.19 (B)(38)(a) / Other - SCCB National Coastal Wetland Conservation Grant Program / Other - Ducks Unlimited North American Wetland Conservation Act Grant
Sep.	Sep.	H15	College of Charleston	9691	24 North Market Street Acquisition	Final Land Acquisition	Yes	20,000	11,730,000	20,000	11,750,000	Other - Capital Improvement Project / Other - Donation
Sep.	Sep.	H15	College of Charleston	9693	24 North Market Street	Establish Phase I	Yes	-	5,000,000	5,000,000	5,000,000	FY23 Appropriated State - Proviso 118.19 (B)(13)
Sep.	Sep.	H47	Winthrop University	9631	New Residence Hall	Establish Phase II & Change Source of Funds	Yes	600,000	48,724,000	600,000	49,324,000	Revenue Bond

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/16/2026 **Regular Agenda**

1. Submitted by:
(a) Agency: Department of Administration
(b) Authorized Official Signature: Ashlie Lancaster, FMPS Director

2. Subject: Permanent Improvement Projects

3. Summary Background Information:

(a) Project: JBRC Item 1: College of Charleston
H15.9692: MUSC/CofC Center for Nursing Education

Request: Establish Phase I Pre-Design Budget to renovate the Robert Scott Small Building.

Included in CPIP: No – The collaboration between MUSC and CofC did not occur until after the 2025 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Capital Reserve (4), (Maintenance, Renovation, and Replacement)				635,000	635,000
All Sources				635,000	635,000

Summary of Work: The project will renovate the first floor of the three story building. The new MUSC space will accommodate new instructional and support functions including classrooms, nursing skills laboratories, collaborative learning areas, faculty and administrative offices, meeting and study spaces, dining and kitchenette areas, storage, and other associated support spaces. The project will also include the construction of a new exterior entry to improve access and visibility for the program. The renovation will be designed to meet Two Green Globes certification standards.

Rationale: The College of Charleston has partnered with the Medical University of South Carolina to create a joint Bachelor of Science in Nursing program. The renovated Robert Scott Small Building will house the new program, which will allow students to begin their studies at the College of Charleston and remain on College of Charleston's campus for all four years.

Facility Characteristics: The Robert Scott Small Building is approximately 75,146 square feet and was constructed in 1972 (54 years old). It originally served as the campus library. The central structure, characterized by a large-open plan design received a subsequent expansion in 1973 (53 years ago). The building's critical infrastructure, including all air handling units, ductwork, and core mechanical systems, remains original to the 1970 and 1973 constructions. Approximately 21,000 square feet will be renovated in this project. The new Center for Nursing Education will open in the Fall of 2027. Students will spend their first two years completing foundational core coursework before transitioning to specialized instruction. The new Nursing Facility will start hosting classes the Summer of 2029, starting in May, in this building. The program will open with 100 students in year one and expand to 400 students by year five and include 15+ faculty and staff.

Financial Impact:	This phase of the project will be funded from FY22 Capital Reserve Funds (uncommitted balance $6 million at March 1, 2026). The project is expected to result in an increase of $139,467 (year 1), $143,651 (year 2), and $147,960 (year 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $906 per student per semester, and has not changed between academic years 2021-2022 and 2025-2026. Currently pledged for debt service is $622 of the $906. The remainder of the fee, $284, funds ongoing capital projects and maintenance.
Full Project Estimate:	$12,697,248 (internal). Phase II will be funded from $5,365,000 in FY22 Capital Reserve, $3,500,000 in FY26 Appropriated State (nonrecurring), $1,332,248 in Capital Improvement Project, and $2,500,000 in MUSC Capital Project Reserve Funds. The Phase I amount requested is 5% of the estimated cost to complete the project and the additional amount will be used to cover the Construction Manager at Risk procurement method.

(b) Project: JBRC Item 2: College of Charleston
H15.9677: Stern Student Center Renovation

Request: Increase Phase II Full Construction Budget to add funds to cover the cost to modify a dedicated space for Chic-fil-A.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase I Approval: April 2022 (estimated at $35,980,000) (SFAA)

Revise Scope, Change Project Name & Phase II Approval: August 2023 (estimated at $42,000,000) (SFAA)

Phase II Increase Approval: June 2025 (estimated at $44,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY16 Capital Reserve (29), (Stern Center Repurposing)		1,750,000	1,750,000		1,750,000
FY19 Capital Reserve (12), (Stern Student Center Conversion)		3,500,000	3,500,000		3,500,000
FY20 Capital Reserve (1), (Stern Center Renovation)		7,000,000	7,000,000		7,000,000
FY22 Appropriated State, Proviso 118.18 (B)(12), (Maintenance, Renovation & Replacement)		10,729,884	10,729,884		10,729,884
Other, Auxiliary Dining Revenues	72,000	1,449,609	1,521,609		1,521,609
Other, Capital Improvement Project	828,000	16,670,507	17,498,507		17,498,507
Other, College Fees Balance Forward		2,000,000		950,000	2,950,000
All Sources	900,000	43,100,000	44,000,000	950,000	44,950,000

Summary of Work: The project will complete exterior envelope repairs to address water intrusion. The roof will be replaced on areas A and B. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. Interior work will create an interactive lobby, connecting George Street with the Stern Center Courtyard and renovated 100-seat food court. The project will convert the three-level abandoned natatorium to three full levels of multipurpose student services space, gaining 10,137 square feet of usable space within the existing building. Other areas will be reconfigured as needed to improve space efficiency and address programmatic needs. Space reconfigurations allow the college to bring the student fitness center back to the Stern Student Center. The project will also upfit a dedicated space to accommodate an onsite restaurant, Chick-fil-A.

Rationale: As part of the overall project scope, a dedicated space has been reserved to accommodate a restaurant. During planning discussions, Chick-fil-A was identified as the preferred restaurant vendor for this building. Chick-fil-A has highly specific architectural, mechanical, electrical, and operational standards that

must be adhered to in order to qualify the space for their use. These standards exceed the baseline requirements included in the original construction estimate. The revised project budget reflects the cost of building a Chick-fil-A compliant restaurant space. All additional construction expenses related to this have been absorbed within the updated internal budget framework. Per the College, incorporating these elements during the on-going construction phase is more cost effective than retrofitting the space at a later date. It also ensures the facility construction remains on schedule for completion. The existing Chick-fil-A is located in Berry Hall and will be relocated to this building because it will accommodate additional seating, etc. For the overall project, the three-level abandoned natatorium will be converted to three full levels, gaining additional space in the building. The college is currently leasing private space at $500k per year for the student fitness center. This move will save money and bring traffic and activity to the student union.

Facility Characteristics: The Stern Student Center is 66,794 square feet and was constructed in 1975 (51 years old). The last major renovation was in 2005, affecting all areas except the pool area. The entire building will be renovated in this project. Additionally, approximately 10,137 square feet of usable space will be gained by converting the natatorium to three full levels of multipurpose student services space. The Stern Student Center has served as the central hub of campus life and features a food court, lockers, canteen area, game room, theater, study lounges, recreational lounges, student organization offices, and meeting/programming space for the entire campus community. The building houses offices for the Division of Student Affairs and will repatriate the student fitness center currently in nearby leased space. The project will benefit the entire college community of 11,926 students, 2,095 faculty and staff, clients, visitors, parents, and potential students.

Financial Impact: This increase will be funded from Other, College Fees Balance Forward Funds (uncommitted balance $35.16 million at February 28, 2026). Revenue to this fund is generated by the portion of the student bill not specifically earmarked or dedicated for debt service, auxiliary enterprises, nor student clubs and activities. It is generated through charges for course credit as well as ancillary charges for labs, transcripts, and other miscellaneous items. The building will be constructed to meet Two Green Globes certification standards with an anticipated energy savings of $763,800 over 30 years. The project is expected to result in a decrease of $525,460 (year 1), $541,224 (year 2), and $568,285 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $906 per student per semester, and has not changed between academic years 2021-2022 and 2025-2026. Currently pledged for debt service is $622 of the $906. The remainder of the fee, $284, funds ongoing capital projects and maintenance.

Full Project Estimate: $44,950,000 funded from Capital Reserve, Appropriated State (nonrecurring), Auxiliary Dining Revenue, Capital Improvement Project, and College Fees Balance Forward Funds. Completion of construction is anticipated in December 2026.

(c) Project: JBRC Item 3: Lander University
H21.9579: Student Housing Construction

Request: Establish Phase I Pre-Design Budget to construct a new student housing building and parking.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 7 in FY28 (estimated at $60,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Housing Auxiliary				600,000	600,000
All Sources				600,000	600,000

Summary of Work: The project will construct a new 300-bed 4-story student housing building with parking. The student suites will have two to four occupants, sharing a common restroom. The first floor will offer student supporting amenities such as a laundry room, small scale food/drink retail, a flexible floor plan to allow for student social gathering, small group study spaces, meeting spaces, and site improvement including designated parking. All roofing material options will be evaluated during the Phase I process. The new building will be designed to meet Two Green Globes certification standards.

Rationale: The University has a need for a new 300-bed residence hall due to sustained demand for on-campus housing and capacity constraints that directly affect recruitment, retention, and student success, per the University. The University's current housing capacity is 1,802 beds, yet both this year and next year Lander anticipates housing more than 1,950 students in institution-provided accommodations. To manage demand the University has tripled larger rooms (approximately 20 rooms) and leased apartments throughout the Greenwood area. Early enrollment projections indicate first-time freshmen could increase another 2.5% over this year's record-breaking class, reinforcing the likelihood that housing demand will continue to grow. Construction of a new residence hall would increase total capacity to approximately 2,100 beds at an opportune time, as all remaining debt associated with the two most recently constructed halls will be retired by 2030. The last residence hall was completed in 2015 (208 beds) and the one prior in 2006 (300 beds); the remaining 1,294 beds on campus were constructed in the 1970s and 1980s and are now over 40 years old. Importantly, if future enrollment growth does not materialize as projected, the University could reduce or discontinue leasing older off-campus housing, allowing the new facility to serve as a replacement rather than a net expansion. This flexibility, combined with the age of Lander's existing housing stock, makes now an appropriate and strategic time to invest in a new residence hall to remain competitive in the higher education marketplace.

Facility Characteristics: The new student housing building to be constructed will be 90,000 to 100,000 square feet. It will house 300 students.

Financial Impact: This phase of the project will be funded from Housing Auxiliary Funds (uncommitted balance $4.59 million at March 26 , 2026). Revenue to this fund is generated through the contractual agreement with students for student housing intended for ongoing housing, maintenance, renovations, and expansion. The project is expected to result in an increase of $147,781 (years 1 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project, however a new housing rate will be established as a result of construction of this new housing facility. The University anticipates that the housing rate will be aligned with comparable upper-tier housing currently in

operation. Housing fees are charged to residential students, an average of the various rates is $3,431 per student per semester and has increased from $3,086 between academic years 2021-2022 to 2025-2026. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $40,000,000 (internal). Phase II will be funded from Institution Bonds. The estimated cost to complete this project is less than the 2025 CPIP submission because the University has revisited project cost assumptions utilizing updated construction market data, inflationary pressures, and financing feasibility. The revised total estimated project cost reflects more current construction cost expectations and a refined understanding of the debt service capacity of the Housing Auxiliary Fund.

(d) Project: JBRC Item 4: Lander University
H21.9580: Carnell Learning Center Renovation

Request: Establish Phase II Full Construction Budget to renovate the learning center.

Included in CPIP: Yes – 2025 CPIP Priority 6 of 6 in FY27 (estimated at $12,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY26 Appropriated State, Proviso 118.22 (B)(15)(b), (Marion Carnell Learning Center Renovation)				8,000,000	8,000,000
All Sources				8,000,000	8,000,000

Summary of Work: The project will complete interior and exterior renovations. On the exterior, the windows will be replaced, all brick details will be repointed, and failed caulk joints will be replaced. The building will receive a full HVAC replacement to include new air handler units and eliminate any obsolete R-22 refrigerant units in the building. In the interior, the restrooms will be renovated to comply with ADA standards, the plumbing will be replaced, and the aesthetic finishes will be updated. Overhead lighting will be replaced with LED fixtures and information technology will be upgraded. Lastly, floor plan changes will be incorporated into the project.

Rationale: This is a central building on the University's campus with the most concentrated academic programs. The windows and HVAC system have reached the end of their useful life, and the restrooms are not ADA compliant. Per the University, floor plan changes to include interior upfits will allow the University to better meet today's students' educational needs.

Facility Characteristics: The Carnell Learning Center is 110,898 square feet and was constructed in 1982 (44 years old). The building systems being replaced are original to the building. The entire building will be impacted by the project. The building houses the colleges of Business, Education, Behavioral and Social Sciences, the Office of the President, Provost, Admissions, Financial Aid, and University Advancement. It is utilized by an estimated 1,250 students, faculty, staff, and visitors each academic day.

Financial Impact: The project will be funded from FY26 Appropriated State (nonrecurring) Funds (uncommitted balance $8 million at February 20, 2026). The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $8,000,000 (internal) funded from Appropriated State (nonrecurring) Funds. This project is being requested for establishment at Phase II because it is fully funded from legislatively authorized funds. The estimated cost to complete this project is less than the 2025 CPIP submission because the project scope was reduced to complete the project with the funding that is available. The University will pursue funding in future years for the building issues not resolved in this project. Contract execution is expected in September 2027 and completion of construction in September 2028.

(e) Project: JBRC Item 5: University of South Carolina - Columbia
H27.6167: Capstone Renovation

Request: Establish Phase I Pre-Design Budget to renovate the building.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 2 in FY28 (estimated at $70,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Housing Maintenance Reserve				2,000,000	2,000,000
All Sources				2,000,000	2,000,000

Summary of Work: The project will complete interior and exterior renovations. The work will include comprehensive replacement of the mechanical, plumbing, electrical, and life safety infrastructure. All interior finishes will be replaced, though the existing suite-system bedroom configuration is expected to be preserved. Options to modestly increase the bed count will be considered. The elevators were updated within the last 5 years, but additional work may be warranted. Exterior envelope concerns, including windows, a new roof, and new roof mechanical screen assembly are also included. Limited non-residential areas such as meeting, kitchen, and dining space will also be improved. Hardscape and landscape improvements around the building will also be completed and any site utility concerns will be addressed. The Phase I will also explore site master planning that could provide insight into future redevelopment of the Capstone/Columbia Hall district. All roofing material options will be evaluated during the Phase I process. The renovations will be designed to meet either LEED Silver or Two Green Globes certification standards.

Rationale: Following the recent renovations of Thornwell and Woodrow Colleges, University Housing's Asset Management Plan now prioritizes Capstone, where deteriorating HVAC, plumbing, electrical systems, and interior conditions have rendered the residence hall increasingly undesirable to Capstone Scholars students and expensive for Housing Facilities staff to maintain. Most building systems are at the end of their serviceable life.

Facility Characteristics: The Capstone Building is 184,543 square feet and was constructed in 1967 (59 years old). The building systems and finishes being replaced are original to construction. The entire building will be impacted by the project. The building houses approximately 610 students and the dining and meeting spaces within the building accommodate hundreds more occupants.

Financial Impact: This phase of the project will be funded from Other, Housing Maintenance Reserve Funds (uncommitted balance $38.48 million at March 24, 2026). Revenue to this fund is derived from the housing operating budget which includes housing fees and revenues generated by laundry operations, conferences, and interest. The project is expected to result in a decrease of $370,000 (years 1 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $40 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026. A bond debt service fee of $319.50 per semester (in-state) and $815.50 per semester (out-of-state) is charged to students to service outstanding debt. Housing fees are charged to residential students, an average of the various rates is $4,608 per student per semester and has increased from $3,856 between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $100,000,000 (internal). Phase II will be funded from $87,000,000 in Housing Revenue bonds and $13,000,000 in Housing Maintenance Reserve funds. The Phase I amount requested is 2% of the estimated cost to complete the project and the additional amount will be used to cover the Construction Manager at Risk procurement method, as well as to explore site master planning around Capstone. The project was included as a Plan Year 3 item (FY28), but due to rapidly increasing building deterioration and student complaints, completion of the project has been advanced in priority by the University.

(f) Project: JBRC Item 6: University of South Carolina - Aiken
H29.9565: Quadrangle Renovation

Request: Establish Phase I Pre-Design Budget to revitalize the primary campus quadrangle.

Included in CPIP: No – The original total estimated cost was below $2.5 million during the 2025 CPIP submission process. A donation was later received for this project raising the total estimated cost above the required PIP threshold.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Institutional				160,000	160,000
All Sources				160,000	160,000

Summary of Work: The project will create a large open green lawn in the center of the quadrangle to promote pedestrian movement and outdoor recreation. It will also improve visibility and safety by creating clear sight lines throughout the quadrangle. Most of the center area will be converted into a large social lawn. The west end will feature an amphitheater with an interactive fountain for student life events and classes. The east end will feature a "tree grove" of native hardy trees planted to provide shade and attractiveness. Site area lighting will be installed to improve the safety at night. The large oak trees lining the perimeter of the area will be kept.

Rationale: Revitalizing the Quad will improve safety, appearance, and campus appeal while creating a functional green space for outdoor events and recreation.

Facility Characteristics: The Quadrangle is approximately 3.5 acres and is original to the campus. It functions as a central academic and student gathering space and is expected to serve a significant portion of the campus population on a daily basis. The renovated space will support regular use by approximately 3,500–4,000 students for study, collaboration, and campus activities, as well as by approximately 250–300 faculty and staff for instruction, advising, and programming. In addition, the quadrangle will accommodate an estimated 1,000–1,500 prospective students, families, and visitors annually through campus tours, events, and recruitment activities. Collectively, the project will support consistent daily use by several hundred individuals, with total utilization reaching several thousand users over the course of an academic term.

Financial Impact: This phase of the project will be funded from Other, Institutional Funds (uncommitted balance $16.78 million at March 24, 2026). Revenue to this fund is generated from a variety of sources including tuition and fees, sales and services activities, and other miscellaneous sources. The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $12 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $4,000,000 (internal). Phase II will be funded from $2,000,000 in Institutional and $2,000,000 in Gift funds. The Phase I amount requested is 4% of the estimated cost to complete the project and the additional amount will be used to complete a detailed landscape design and site survey work that must be completed to confirm the scope and total cost of the project.

(g) Project: JBRC Item 7: University of South Carolina - Salkehatchie
H38.9532: Student Commons & Conference Center Upfit

Request: Establish Phase II Full Construction Budget to renovate and upfit the building.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 1 in FY26 (estimated at $4,000,000)

Phase I Approval: October 2025 (estimated at $4,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Capital Reserve (13), (Maintenance, Renovation and Replacement)	60,000		60,000	3,540,000	3,600,000
FY23 Capital Reserve (14), (Maintenance, Renovation and Replacement) (transfer from H38-9531)				400,000	400,000
All Sources	60,000		60,000	3,940,000	4,000,000

Summary of Work: The project will renovate approximately 5,300 square feet and upfit approximately 7,300 square feet within the warm lit shell space. The work will include a new entry feature to assist with ingress and egress, restrooms, catering kitchen, food pantry, and storage. A new fitness center and a flexible health and wellness area will be added. A new classroom, additional office and conference spaces, and updating restrooms for ADA accessibility is also included in the project. Lastly, the building's mechanical, electrical, and plumbing will be updated.

Rationale: Per the University, much of the space in the building cannot be occupied to serve student needs with its current state. The upfit will be designed and constructed to host a variety of student focused needs and provide community support. This renovation project will accommodate campus growth.

Facility Characteristics: The Student Commons & Conference Center is approximately 12,871 square feet and was constructed in 2004 (22 years old). The building systems and finishes being replaced in this project are original to construction. The building is utilized for academic/program, athletic/recreational, and office/administration programs. Approximately 1,000 students, faculty, staff, and community/patrons utilize the center.

Financial Impact: This phase of the project will be funded from FY24 Capital Reserve Funds (uncommitted balance $3.69 million at March 24, 2026) and FY23 Capital Reserve (uncommitted balance $400k at March 24, 2026). The project is expected to result in a decrease of $8,000 (years 1 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $34 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $4,000,000 funded from Capital Reserve Funds. Contract execution is expected in August 2026 and completion of construction in December 2027.

(h) Project: JBRC Item 8: University of South Carolina - Salkehatchie
H38.9531: FY23 Maintenance, Renovation, and Replacement

Request: Revise Scope and Decrease the Full Construction budget to remove the Student Commons & Conference Center from the project.

Included in CPIP: No – Budget decreases and scope revisions are not required to be included in the CPIP.

Phase II Approval: May 2023 (estimated at $4,000,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Capital Reserve (14), (transfer to H38-9532)	4,000,000		4,000,000	(400,000)	3,600,000
All Sources	4,000,000		4,000,000	(400,000)	3,600,000

Summary of Work: The project was established to complete campus-wide critical maintenance, repairs, and renovations. The work includes painting, bathroom accessibility improvements, improving safety measures with cameras and card access, and installation of LED lighting. The maintenance needs will be addressed across campus with a primary focus on these facilities: 1) Allendale Campus - Carolina Theater, Maintenance Center, Education Building & Annex, Conference Center Building, Student Game, Hut Complex, Spruce Hall, Student Center, Science & Administration, Library & Academic Support, Wellness Center, Welcome Center, and Baseball Complex. 2) Walterboro Campus - Main Building (Gym), Science & Nursing Building and Student Commons & Conference Center. This revise scope request will remove the Student Commons & Conference Center from the project.

Rationale: The Student Commons & Conference Center is being removed from the project because the work will be completed in a more comprehensive Student Commons & Conference Center renovation project (H38-9532). Per the University, this project is needed to keep the current facilities' weather tight, operational, and safe. The building systems being replaced are beyond and/or near the end of their useful life. Completion of this project is expected to reduce future campus maintenance costs and operational expenses.

Facility Characteristics: The fifteen (15) facilities total approximately 171,745 square feet and were constructed between 1926 and 2015 (11 to 100 years old). The building systems being replaced in this project are original to construction. The project addresses nearly all programs on campus to include office /administration, program /academic, support services /maintenance, and athletic /recreational. Approximately 1,000 students, faculty and staff utilize these facilities.

Financial Impact: The project will be funded from FY23 Capital Reserve Funds ($3.6 million previously committed to the project). The project is expected to result in a decrease of $15,000 (year 1), and $30,000 (years 2 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $34 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $3,600,000 (internal) funded from Capital Reserve Funds. Contract execution is expected in October 2026 and completion of construction in December 2028.

(i) Project: JBRC Item 9: Winthrop University
H47.9599: Dacus Library Renovation

Request: Revise Scope and Decrease Phase II Full Construction Budget to renovate the building.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 6 in FY26 (estimated at $6,000,000)
Phase I Approval: November 2022 (estimated at $5,000,000) (Admin)
Phase II, Revise Scope & Change Project Name Approval: October 2025 (estimated at $6,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Capital Reserve (19), (Maintenance, Renovation & Replacement)		1,000,000	1,000,000	(1,000,000)	
FY23 Appropriated State, Proviso 118.19 (B)(25)(c), (Dinkins and Dacus Library Renovation)	75,000	4,925,000	5,000,000	(2,850,000)	2,150,000
All Sources	75,000	5,925,000	6,000,000	(3,850,000)	2,150,000

Summary of Work: The project was established to renovate Dinkins Hall and Dacus Library. Subsequent to establishment, a scope revision was approved to remove Dinkins Hall from the project. The work to be completed in Dacus Library included renovating HVAC and controls, updating lighting and controls, updating elevator controls, installing new water boilers, replacing the fire alarm system, installing new Wi-Fi, and complete limited flooring abatement. This revise scope request will modify the work to only address water proofing, repair and improve the HVAC and update the Wi-Fi for students.

Rationale: Dinkins Hall was previously removed from this project so that the work can be completed in a more comprehensive Dinkins Hall renovation project (H47-9630). The scope of work for this project is being further reduced because the University has determined that it would like to construct a new E-learning Commons and Advanced Manufacturing Facility in the future to replace the Dacus Library in 2036. Therefore, only minimal repairs will be completed to the library building to extend the life of the facility until the new facility is constructed.

Facility Characteristics: Dacus Library is 90,612 square feet and was constructed in 1969 (57 years old). Limited interior renovations have been completed since construction. The building is the main academic library on campus. Total undergraduate and graduate student enrollment is just under 5,000, with approximately 1,200 faculty and staff, plus various daily visitors.

Financial Impact: The project will be funded from FY23 Appropriated State (nonrecurring) Funds ($2.15 million previously committed to the project). The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $151 per student per semester, and has decreased from $543 between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $2,150,000 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected in June 2026 and completion of construction in July 2027.

(j) Project: JBRC Item 10: Winthrop University
H47.9630: Dinkins Hall Renovation

Request: Change Source of Funds in this project to renovate the building.

Included in CPIP: Yes – 2025 CPIP Priority 6 of 6 in FY26 (estimated at $4,009,996)
Phase II Approval: October 2025 (estimated at $4,009,996) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Capital Reserve (19), (Maintenance, Renovation & Replacement)	1,700,000		1,700,000	(540,004)	1,159,996
FY26 Appropriated State, Proviso 118.22 (B)(25)(c), (Academic Renovations & New Strategic Academic Programs)	2,309,996		2,309,996	(2,309,996)	
FY23 Appropriated State, Proviso 118.19 (B)(25(c), (Dinkins and Dacus Library Renovation)				2,850,000	2,850,000
All Sources	4,009,996		4,009,996		4,009,996

Summary of Work: The project will renovate the ground level, renovate bathrooms for accessibility, replace the elevator controller, install new water boilers to separate the building from campus steam, and complete miscellaneous building repairs, including waterproofing the windows and porch.

Rationale: This request is modifying the source of funds in the project to utilize funds previously allocated to the Dacus Library Renovation project (H47-9599) that are no longer needed due to a reduced project scope. Additionally, these funds were appropriated for this specific purpose and freeing up the other funding will allow the college to complete other permanent improvement projects. This renovation project will allow the relocation of archives to the ground level of the building.

Facility Characteristics: Dinkins Hall is 46,450 square feet and was constructed in 1967 (59 years old). The building is the campus hub for academic support and tutoring services and houses other academic support functions. Total undergraduate and graduate student enrollment is just under 5,000, with approximately 1,200 faculty and staff, plus various daily visitors.

Financial Impact: This request will be funded from FY23 Appropriated State (nonrecurring) Funds ($2.85 million will be available once released from H47-9599 in June 2026). The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $151 per student per semester, and decreased from $543 between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $4,009,996 funded from Capital Reserve and Appropriated State (nonrecurring) Funds. Contract execution is expected in July 2026 and completion of construction in August 2027.

(k) Project: JBRC Item 11: Central Carolina Technical College
H59.6383: Kershaw Campus Expansion

Request: Establish Phase I Pre-Design Budget to construct two academic buildings.

Included in CPIP: Yes – 2025 CPIP Priority 3 of 8 in FY27 (estimated at $30,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(20)(b), (Kershaw County)				200,000	200,000
All Sources				200,000	200,000

Summary of Work: The project will construct a Health Science building and an Automotive training center. The new buildings will include classrooms, computer labs, and simulation labs. All roofing material options will be evaluated during the Phase I process. The new buildings will be designed to meet Two Green Globes certification standards.

Rationale: The Health Science building is needed to house new and existing programs. The Practical Nursing (LPN) program is currently taught in Sumter at the Health Sciences Center and will be relocated to the Kershaw Campus. Once the program is moved, the College will be able to expand the current simulation lab based on recommendations made from the accreditation committee. The Radiology Technician and Ultrasound programs will be new offerings once approved by the State Technical College System and Southern Association of Colleges and Schools (SACS). Enrollment is anticipated to begin Fall 2028 or Spring 2029 with 20-25 students. The Environmental Technician program will be relocated to the new building to take advantage of a more rural location and access to the environment. The environmental program requires sufficient classroom space and demonstration equipment to effectively meet training needs. The Automative Technology program is currently housed in M400 on the main campus and will be relocated to the new building. The vacated space in M400 will allow the College to provide an onsite training area for faculty, staff and students. Currently, the Natural Resource program is 100% online. The goal is to move the program from 100% online to a hybrid model where there is in-person classroom training and outdoor labs.

Facility Characteristics: The Health Science building to be constructed will be approximately 23,900 square feet. The Automotive training center to be constructed will be approximately 31,100 square feet. Both of these buildings will be constructed on +/- 26 acres adjacent to the Kershaw campus that was purchased by the College in 2018 (H59-6137) for program expansion. The Health Science building will house the Radiation Technology, Practical Nursing (LPN), and Environmental Science programs. The Automotive training center will house Automotive and Natural Resource programs. Approximately 450 students and 50 faculty and staff will utilize these facilities annually.

Financial Impact: This phase of the project will be funded from FY24 Appropriated State (nonrecurring) Funds (uncommitted balance $10 million at March 6, 2026). The project is expected to result in an increase of $465,000 (year 1), $480,000 (year 2), and $494,400, (year 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $9.70 per student per semester, and has not changed between academic years 2021-2022 and 2025-2026.

Full Project Estimate: $30,000,000 (internal). Phase II will be funded from $10,000,000 in FY24 Appropriated State (nonrecurring), $10,000,000 in FY25 Appropriated State (nonrecurring), $5,000,000 in FY26 Appropriated State (nonrecurring), and $5,000,000 in Local Funds.

(l) Project: JBRC Item 12: Midlands Technical College
H59.6370: 3245 Platt Spring Road Building Project - Acquisition

Request: Establish Final Land Acquisition to purchase a building and +/- 6.26 acres in Lexington County.

Included in CPIP: Yes – 2025 CPIP Priority 4 of 6 in FY27 (estimated at $5,900,000)
Phase I Approval: December 2025 (estimated at $5,920,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, College	45,000		45,000	5,678,000	5,723,000
All Sources	45,000		45,000	5,678,000	5,723,000

Rationale: Acquisition of this property will allow the College to expand instructional space for 9 Advanced Manufacturing and Skill Trades programs which include Industrial Mechanical, Industrial Electrical, Forklift Operations, Heavy Equipment Operator, HVAC, Plumbing, Small Engine Repair, Commercial Graphics, and Certified Production Technician. The Industrial Mechanical, Industrial Electrical, Small Engine Repair, and Certified Production Technician are currently housed in the Advanced Manufacturing and Skill Craft Center on the Airport Campus. Relocating these programs to the newly acquired facility will create additional capacity within the Advanced Manufacturing and Skill Craft Center, enabling expansion of the Building Construction and Applied Electrical programs. Currently, the Building Construction, HVAC, Industrial Electrical Maintenance, and Commercial Graphics face enrollment limitations due to space constraints. Acquisition of this property will alleviate these constraints and allow for increased enrollment capacity while also providing room for continued program growth across multiple disciplines.

Characteristics: Located in the Town of Springdale, the building is 72,140 square feet and was constructed in 1993 (33 years old) and was renovated in 2009 (17 years ago). The roof was replaced in 2019 (7 years ago). The building is located on +/- 4.95 acres, plus an additional +/- 1.31-acre parking lot will also be acquired to provide additional parking for the programs going into the building.

Financial Impact: The property is offered by Airport Technologies, LLC for $5,703,000. The acquisition will be funded from Other, College Funds (uncommitted balance $10.15 million at April 8, 2026). College Funds are generated from excess debt service and capital fees set aside to support future projects. An appraisal completed in February 2026 valued the property at $5,810,000. A Phase I Environmental Site Assessment was completed in December 2025 and found no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment was completed in July 2025 and found $1,800,000 in immediate and short-term deficiencies to be rectified. Letters of support have been received from Lexington County Council and Lexington County School District Two authorizing the removal of the property from the tax rolls. After acquisition, the building will be renovated as a separate project, with a total estimated cost of $19,000,000. The project is expected to result in an increase of $1,299,000 (year 1), $2,727,900 (year 2), and $2,864,295 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $75 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026. The full amount of this fee is pledged for debt service.

Full Project Estimate:	$5,723,000 funded from College Funds. Even though the project was included in the 2025 CPIP submission as an FY27 item, funding was received for Advance Manufacturing and Skilled Trades Workforce Development, which will be used to construct additional buildings. Purchasing this building at this time will help redirect different programs tied to Advance Manufacturing.

(m) Project: JBRC Item 13: Northeastern Technical College
H59.6217: Cheraw Campus Boiler/Chiller Upgrades

Request: Increase Phase II Full Construction Budget to cover higher than anticipated construction costs to complete campus wide boiler/chiller upgrades for 4 buildings.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase II Approval: August 2022 (estimated at $1,276,990) (Admin)

Phase II Increase & Revise Scope Approval: January 2024 (estimated at $2,500,000) (Admin)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY22 Appropriated State, Proviso 118.18 (B)(27)(k), (Maintenance, Renovation, and Replacement)	1,276,990	558,953	1,835,943	51,137	1,887,080
FY23 Appropriated State, Proviso 118.19 (B)(27)(h), (Maintenance, Renovation, and Replacement)		664,057	664,057	324,184	988,241
FY24 Appropriated State, Proviso 118.19 (B)(20)(i), (Cheraw Campus)				479,738	479,738
FY22 Capital Reserve (24), (State Board for Technical and Comprehensive Education – Maintenance, Renovation, and Replacement)				227,947	227,947
FY24 Capital Reserve (18)(h), (Northeastern Technical College)				322,974	322,974
All Sources	1,276,990	1,223,010	2,500,000	1,405,980	3,905,980

Summary of Work: The project was established and later revised to include one (1) packaged chiller/boiler module containing one (1) 400-ton modular chiller with pump package and two (2) 1,200 MBH condensing boilers with pump package and the associated chilled water and hot water piping to supply heating and cooling to buildings 100, 500, 800, and the new 700 Schaeffler Manufacturing Technology Academy. Additionally, one (1) modular cooling tower will also be installed. The plant will be located near the served buildings and designed for future expandability by adding additional chiller/boiler modules as needed. The existing 4-pipe heating and cooling piping in Building 500 will remain in use, with new system connections made outside Buildings 500 and 800 where the current plant ties into the facility. A chilled-water/hot-water distribution loop, sized to accommodate future expansion, will be installed to provide heating and cooling capability from the new module to all connected buildings. All necessary piping connections to the new NETC Schaeffler Manufacturing Technology Academy and Building 500 are also included.

Rationale: All major mechanical equipment for this project has already been purchased and delivered to the campus. However, due to industry-wide delays in equipment manufacturing and delivery, as well as significant increases in equipment costs since the original project budgeting, the prior cost estimate was grossly underestimated. As a result, an increase in project funding is necessary to complete

the full scope of work as defined. The mechanical and HVAC equipment has reached the end of its useful life.

Facility Characteristics: The boiler and chiller upgrade will connect buildings 100, 500, 800, and the new 700 Schaeffler Manufacturing Technology Academy currently being constructed. These buildings total approximately 108,735 square feet and were constructed in the 1970's (56 years old). The buildings house numerous academic programs and offices utilized by approximately 400 persons combined.

Financial Impact: This increase will be funded from FY22 Appropriated State (nonrecurring) (uncommitted balance $52k at March 16, 2026), FY23 Appropriated State (nonrecurring) (uncommitted balance $325k at March 16, 2026), FY24 Appropriated State (nonrecurring) (uncommitted balance $788k at March 16, 2026), FY22 Capital Reserve (uncommitted balance $2.37 million at March 16, 2026), and FY24 Capital Reserve (uncommitted balance $323k at March 16, 2026). The project is expected to result in a decrease of $25,000 (years 1 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $7 per student per credit hour, and has not changed between academic years 2021-2022 and 2025-2026.

Full Project Estimate: $3,905,980 funded from Appropriated State and Capital Reserve Funds. Contract execution is expected in August 2026 and completion of construction in December 2026.

(n) Project: JBRC Item 14: Piedmont Technical College
H59.6384: Technical Innovation Center

Request: Establish Phase I Pre-Design Budget to construct a Technical Innovation Center in Greenwood County on the Greenwood Campus.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 3 in FY27 (estimated at $29,488,217)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Greenwood County Capital Project Sales Tax				507,906	507,906
All Sources				507,906	507,906

Summary of Work: The project will construct building with a steel frame structural system with metal stud framed exterior walls constructed of brick veneer, metal panel systems, in combination with interior and exterior aluminum framed glazing to provide durability, energy efficiency, and visual transparency. Interior spaces will accommodate both hands-on technical instruction and academic and administrative functions, utilizing durable, low maintenance materials such as carpet in offices and select classrooms, rubber flooring and ceramic tile in laboratories and high traffic instructional areas, and finishes appropriate for automotive, culinary, cosmetology, and health sciences programs. Acoustic ceiling tiles will be used throughout most interior spaces for sound control, with specialty ceiling systems incorporated where required by programmatic or aesthetic needs, creating a flexible and collaborative learning environment. All roofing material options will be evaluated during the Phase I process. The new building will be designed to meet Two Green Globes certification standards.

Rationale: Piedmont Technical College, in partnership with the three school districts serving Greenwood County, proposes to build a state-of-the-art Technical Innovation Center. This center will allow high school, dual enrollment, and college students access to programs not currently being offered by the existing Career Center which is used by three school districts. The current Career Center is owned by Greenwood County and is 50+ years old. After construction of the new Technical Innovation Center, the old Career Center will be taken back over by Greenwood County. The Automotive, Automotive Collision, Cosmetology, Culinary, PTLW – Project Lead the Way (Biomedical, Health Science Programming and Sports Medicine) programs currently taught at the Career Center will be relocated to the new Technical Innovation Center and taught by the school districts during the day. The College will have the opportunity to offer Automotive Collision, Cosmetology, Culinary, PTLW – Project Lead the Way (Biomedical, Health Science Programming and Sports Medicine) programs at night after Career Center students are gone. Additionally, the College will offer Cybersecurity, AI, EV Technician, CDL, and Logistics. The College and the school districts will leverage each other's programming to provide opportunities for all students. By building the Technical Innovation Center on the Greenwood Campus, high school students will be steps away from the College's broader offerings in industrial technology, health care, business, and arts and sciences, as well as the nearby William H. "Billy" O'Dell Upstate Center for Manufacturing Excellence. This proximity allows seamless pathways from dual-enrollment coursework into certificates, diplomas, and associate degrees, helping students transition directly into the workforce or on to further college study.

Facility Characteristics: The new Technical Innovation Center to be constructed will be approximately 50,580 square feet. The current Career Center has approximately 1,100 students.

The College anticipates at least a 15% increase (165 additional students in the first year) in the programs offered by the Career Center which will include leveraging programming offered at the College's Billy O'Dell Center for Manufacturing Excellence. The programs the College will offer in this facility will also add approximately 150 additional students being served on campus. There will be approximately 10-12 College staff.

Financial Impact: This phase of the project will be funded from Other, Greenwood County Capital Project Sales Tax Funds ($10.4 million Greenwood County commitment). Greenwood County citizens successfully voted on a Capital Project Sales Tax in November 2024. The Technical Innovation Center Project was slated first on the project list of the 27 projects which began collections in May 2025. According to Greenwood County, $8.2 million has been collected to date with the remaining $2.2 million estimated to be received by May 2026 based on quarterly estimates. These funds will be disbursed by the County on a reimbursement basis. The project is expected to result in an increase of $85,297 (year 1), $112,592 (year 2), and $123,851 (year 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $150 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $25,395,296 (internal). Phase II will be funded from $10,400,000 in Greenwood County Capital Projects Sales Tax, $3,000,000 in Piedmont Technical College Foundation, $3,000,000 in Greenwood County School District, and $8,995,296 being requested in the FY26-FY27 budget request process. The Phase I amount requested is 2% of the estimated cost to complete the project and the additional amount will be used to cover the Construction Manager-at-Risk procurement method.

(o) Project: JBRC Item 15: Piedmont Technical College
H59.6333: Library and Student Engagement Center

Request: Revise Scope and Increase Phase II Full Construction Budget to renovate the library on the Greenwood Campus.

Included in CPIP: Yes – 2025 CPIP Priority 4 of 4 in FY26 (estimated at $12,800,000)
Phase I Approval: February 2025 (estimated at $7,300,000) (SFAA)
Phase II & Revise Scope Approval: December 2025 (estimated at $12,795,684) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Capital Reserve (21)(h) (Maintenance, Renovation, and Replacement)		2,300,000	2,300,000		2,300,000
FY22 Appropriated State, Proviso 118.18 (B)(27)(n), (Maintenance, Renovation and Replacement)	109,500	2,120,231	2,229,731		2,229,731
FY23 Appropriated State, Proviso 118.19 (B)(27)(j), (Maintenance, Renovation and Replacement)		3,711,966	3,711,966		3,711,966
FY25 Appropriated State, Proviso 118.20 (B)(21)(i)(ii), (Maintenance, Renovation and Replacement)		1,300,000	1,300,000		1,300,000
FY26 Appropriated State, Proviso 118.22 (B)(27)(m), (Maintenance, Renovation and Replacement)		3,253,987	3,253,987	1,000,000	4,253,987
All Sources	109,500	12,686,184	12,795,684	1,000,000	13,795,684

Summary of Work: The project was established to renovate the upstairs of the building and subsequently revised to add the renovation of the downstairs to the project scope. The project will renovate the upstairs and downstairs of the existing K Building. The upstairs houses the Library and Student Engagement Center. The renovations will create collaboration space, providing areas for focused group and independent study, casual interactions, and private study spaces. Additionally, the renovation will include a workforce engagement and training area, allowing opportunities for students to engage with local industry partners. The downstairs houses faculty offices and additional student engagement spaces. Mechanical units and related systems will be replaced, and plumbing piping will be upgraded, along with associated electrical work. This revise scope request will add the replacement of the roof system and removal of a skylight. The roof to be installed has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The roof system and skylight in place have had several leaks and have exceeded their estimated useful life. Renovating the upstairs will provide collaborative and student spaces that enhance library functionality and better serve student needs. Renovating the downstairs will provide an upgrade to faculty and staff spaces with additional student engagement areas.

Facility Characteristics: The K Building is 37,900 square feet and was constructed in 1991 (35 years old). The building has not undergone any significant renovation since construction, and the building systems are original to construction. The building houses the Library, Student Engagement Center, and faculty offices. It is utilized by 496 full and part-time faculty and staff and approximately 6,689 students across all campus locations.

Financial Impact: This increase will be funded from FY26 Appropriated State (nonrecurring) Funds (uncommitted balance $3.74 million at March 18, 2026). The project is expected to result in a decrease of $15,000 (years 1 thru 3), in annual operating expenditures. The renovations will be constructed to meet Two Green Globes certification standards with anticipated energy savings of $454,959 over 30 years. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $150 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $13,795,684 funded from Capital Reserve and Appropriated State (nonrecurring) Funds. Contract execution is expected in November 2026 and completion of construction in December 2027.

(p) Project: JBRC Item 16: Spartanburg Community College
H59.6315: SCC Tyger River HVAC & Boiler Replacements

Request: Increase Phase II Full Construction Budget to cover higher than anticipated bid costs to replace HVAC and Boiler systems

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase II Approval: October 2024 (estimated at $3,394,950) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(27)(k), (Maintenance, Renovation, and Replacement)	3,394,950		3,394,950	339,006	3,733,956
All Sources	3,394,950		3,394,950	339,006	3,733,956

Summary of Work: The project will replace all six (6) air handing units (AHUs) and air rotation units in all warehouses, add conditioned air to warehouse 92 lower level, replace the boiler which services all the warehouses, and replace direct expansion equipment in 300 area offices and 354 area meeting spaces. The work includes installation, demolition, piping, controls, and electrical.

Rationale: Bids were received in March 2026 and came in $201k over the budgeted amount for construction. Additionally, the project only includes 5% contingency, which is being increased to 9.98% for potential unforeseen conditions. The existing systems have reached the end of their useful life, and the warehouses do not have reliable or cost-effective means of being conditioned.

Facility Characteristics: The warehouses and office space total 358,386 square feet and were constructed in 1987 (39 years old). Approximately 315,400 square feet is impacted by the project. The existing building systems are original to the building. The College's Spark Center programs utilize the space which includes 6-8 companies and approximately 100 employees.

Financial Impact: The project will be funded from FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $376k at March 20, 2026). The project is expected to result in a decrease of $20,000 (year 1) and $40,000 (years 2 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $3,733,956 funded from Appropriated State (nonrecurring) Funds. Completion of construction is expected in June 2027.

(q) Project: JBRC Item 17: Spartanburg Community College
H59.6361: Industrial Spark Building Acquisition

Request: Revise Scope and Establish Final Land Acquisition to purchase +/- 13.72 acres and a building in Spartanburg County.

Included in CPIP: Yes – 2025 CPIP Priority 3 of 7 in FY26 (estimated at $18,020,000)
Phase I Approval: August 2025 (estimated at $18,020,000) (SFAA)
Phase I Increase Approval: February 2026 (estimated at $16,536,250) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(20)(m), (Spark Centers)	20,000	16,250	36,250	15,823,250	15,859,500
All Sources	20,000	16,250	36,250	15,823,250	15,859,500

Rationale: This acquisition project was established for Spartanburg Community College to acquire the property and then for the College to transfer the property to the Spartanburg Community College Enterprise Campus Authority at a later date. This scope revision request will allow Spartanburg Community College Enterprise Campus Authority to acquire the property directly. Based on the large composition of manufacturing industries in the community, there is a large need for industrial training such as Mechatronics, Robotics, Automotive & Diesel Technicians and Welding. The current space on the Giles Campus in Spartanburg is at max capacity making the College unable to grow these programs. Acquisition of this property will allow the College to consolidate the current industrial programs to the new facility and expand the number of students trained in these disciplines.

Characteristics: The property is located at 191 Parkway West in Duncan. The building is comprised of 30,877 square feet of office and 143,025 square feet of warehouse, totaling 173,902 square feet. It is located less than 2 miles from the Tyger River Campus.

Financial Impact: The property is offered to the Spartanburg Community College Enterprise Campus Authority by ZF Chassis Systems Duncan, LLC for $15,729,500. The acquisition will be funded from FY24 Appropriated State (nonrecurring) Funds (uncommitted balance $20.96 million at March 6, 2026). An appraisal completed in September 2025 valued the property at $16,500,000. A Phase I Environmental Site Assessment was completed in September 2025 and found no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment was completed in October 2025 and found $479,250 in immediate and short-term deficiencies to be rectified. Letters of support have been received from Spartanburg County Council and Spartanburg District Five authorizing the removal of the property from the tax rolls. After acquisition, a separate project will be established to address issues noted in the building condition assessment and will potentially include renovation costs related to classrooms or other internal changes such as labs. The total estimated cost of the renovation project is approximately $2,589,250 with $589,250 allocated for items noted in the building condition assessment (escalated from $479,250 to account for inflation) and up to $2,000,000 for internal renovations. The acquisition is expected to result in an increase of $346,000 (year 1) and $692,000 (years 2 thru 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, there is no portion of tuition designated for capital improvements.

Full Project Estimate: $15,859,500 funded from Appropriated State (nonrecurring) Funds.

(r) Project: JBRC Item 19: York Technical College
H59.6381: 454 S. Anderson Road Property Acquisition

Request: Establish Final Land Acquisition to purchase +/- 9.29 acres and two buildings in York County.

Included in CPIP: No – The property was not available for purchase during the 2025 CPIP submission process.

Phase I Approval: March 2026 (estimated at $6,930,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(27)(y), (Baxter Hood Center), (Redir. FY25 Proviso 25.8)				6,826,100	6,826,100
Other, YTC Foundation	50,000		50,000		50,000
All Sources	50,000		50,000	6,826,100	6,876,100

Rationale: Phase I project (H59-6356) to construct a new Health Science building and Phase I project (H59-6371) to construct a new Building Construction Trades building were established in 2025. Subsequent to establishment of those projects, the S. Anderson Road property became available for purchase. If acquired, the College could house both the Health Science and the Building Construction Trades programs on this property. In addition to these two programs, the College is in initial discussions with the Department of Commerce about the potential to bring Life Sciences programs to the College. Acquisition of this property would allow the College to create space for this program as well. This property would be beneficial for the expansion of programs that produce graduates that can fill high demand jobs in health care, life science, building construction trades, and industrial engineering technology industries. The proximity of this property to the current campus would align with the campus master plan while providing additional space for future programs that may be developed.

Characteristics: The property is located 300 feet east of the main campus in Rock Hill. The property includes an approximately 69,296 square foot four-story office building and an approximately 54,315 square foot annex one-story light industrial building that were both constructed in 1985 (41 years old). There are approximately 438 parking spaces located on the property.

Financial Impact: The property is offered by Rock Hill Business Technology Center, LLC for $6,500,000. The acquisition will be funded from FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $27.3 million at March 20, 2026). An appraisal completed in December 2025 valued the property at $6,680,000. A Phase I Environmental Site Assessment was completed in December 2025 and found no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment was completed in March 2026 and found $138,000 in immediate and short-term deficiencies to be rectified. Letters of support have been received from York County, City of Rock Hill, and Rock Hill Schools authorizing the removal of the property from the tax rolls. After acquisition, the two Phase I established projects would be rescoped from constructing new facilities to renovating the buildings located on the property for a total estimated cost of $30,000,000 to $33,000,000. The acquisition is expected to result in an increase of $1,098,081 (year 1), $1,131,024 (year 2), and $1,164,954 (year 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. Currently, no portion of tuition is designated for capital improvements.

Full Project Estimate:	$6,876,100 funded from Appropriated State (nonrecurring) and York Technical College Foundation Funds. The Final Land Acquisition request includes $326,100 to cover anticipated closing costs and attorney's fees.
Other:	There are 43 leases associated with this property that are currently in place and will remain after acquisition of the property. All leases have been reviewed by the Department of Administration Division of Facilities Management and Property Services to ensure clauses are acceptable.

(s) Project: JBRC Item 20: South Carolina Law Enforcement Division
D10.9536: SLED Headquarters Cyber Remodel

Request: Revise Scope and Establish Phase II Full Construction Budget to renovate space at the Headquarters facility.

Included in CPIP: Yes – 2025 CPIP Priority 2 of 6 in FY26 (estimated at $2,110,585)
Phase I Approval: August 2025 (estimated at $2,110,585) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Record Search Fees	31,659		31,659	2,986,400	3,018,059
All Sources	31,659		31,659	2,986,400	3,018,059

Summary of Work: The project will renovate space at the Headquarters Building for SLED's Cyber Security Unit. The original scope included renovating two (2) bathrooms and updating HVAC systems in the renovated and adjacent spaces. This revise scope request expands the HVAC and lighting upgrades to the Human Resources and Finance areas.

Rationale: The recent renovation of the former laboratory has relocated the Training, Tech Services, and Regulatory units from the Headquarters facility. SLED's Cyber Security unit currently operates from leased space on Elmwood Avenue in downtown Columbia. According to the agency, relocation of the unit to the renovated open space in the Headquarters facility will improve operational efficiency and eliminate the ongoing cost of leased space.

Facility Characteristics: The SLED Headquarters Building is 39,000 square feet and was constructed in 1969 (57 years old). The portion of the building being renovated is 9,100 square feet. SLED's Cyber Security operation will utilize the renovated space. Bathroom renovations will be used by Cyber Security, Procurement, Finance, and Human Resources operations. Approximately 25 staff will utilize the renovated space daily.

Financial Impact: The project will be funded from Other, Record Search Fees Funds (uncommitted balance $13.44 million at March 17, 2026). Record Search Fee Funds are derived from background check fees charged to the public. The project is expected to result in a decrease of $23,227 (year 1), and $46,454 (years 2 thru 3), in annual operating expenditures.

Full Project Estimate: $3,018,059 funded from Record Search Fees Funds. Contract execution is expected June 2027 and construction completion June 2028.

(t) Project: JBRC Item 21: Department of Administration
D50.6208: Dennis Building – First Floor Reception Area Renovation

Request: Establish Phase I Pre-Design Budget to renovate the 1st floor reception area.

Included in CPIP: Yes – 2025 CPIP Priority 30 of 32 in FY26 (estimated at $15,000,000 for this component and others – this component estimated at $524,345)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, FY23 Appropriated State, Proviso 1118.19 (B)(50)(b), (Attorney General - Dennis Building Infrastructure Upgrades)				12,865	12,865
All Sources				12,865	12,865

Summary of Work: The project will renovate the 1st floor reception area of the Dennis Building for the office of the SC Attorney General. The work includes reconfiguration of office space, removal and construction of walls, installation of ballistic glass, replacement of lighting, removal and addition of doorways, construction of additional restrooms, updating floor and wall finishes, associated electrical and mechanical work, and the abatement of hazardous materials, as needed.

Rationale: The 1st floor was recently vacated, and the Attorney General's office is leasing the space. The reception area and adjoining offices need to be reconfigured to meet the needs of the SC Attorney General.

Facility Characteristics: The Dennis Building is +/- 247,543 square feet and was constructed in 1950 (76 years old). The renovated space is 3,100 square feet. It will be utilized by the Office of the SC Attorney General which includes approximately 20 staff and various annual visitors.

Financial Impact: The project will be funded from Other, FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $15 million at March 5, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $524,345 (internal) funded from Appropriated State (nonrecurring) Funds. The Phase I amount requested is 2.45% of the estimated cost to complete the project and the additional amount will be used to cover hazardous material testing.

(u) Project: JBRC Item 22: Department of Administration
D50.6195: Calhoun Building - Flooring Repair and Replacement Floors 3-5

Request: Establish Phase II Full Construction Budget to replace and update floor finishes.

Included in CPIP: Yes – 2025 CPIP Priority 14 of 32 in FY26 (estimated at $435,030)
Phase I Approval: December 2025 (estimated at $435,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	16,525		16,525	273,518	290,043
Appropriated State, (transfer from D50-6147)				416,116	416,116
All Sources	16,525		16,525	689,634	706,159

Summary of Work: The project will replace and update the existing floor and finishes on the third, fourth, and fifth floors of the Calhoun Building. The work will include replacement of the existing floor coverings and abatement of hazardous materials, as needed.

Rationale: The existing floors are in poor condition and are a trip hazard to staff and visitors.

Facility Characteristics: The Calhoun Building is approximately 96,672 square feet and was constructed in 1926 (100 years old). The third, fourth, and fifth floors total 38,213 square feet. The existing floors were installed during a renovation in 2011 (15 years old). The building is utilized by approximately 190 South Carolina Judicial Branch personnel and various visitors annually.

Financial Impact: This phase of the project will be funded from FY26 Appropriated State (uncommitted balance $6.26 million at March 18, 2026) and FY25 Appropriated State Funds (uncommitted balance $1.80 million at March 18, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $706,159 funded from Appropriated State (nonrecurring) Funds. Contract execution is expected November 2026 and completion of construction June 2027.

(v) Project: JBRC Item 23: Department of Administration
D50.6198: Mills/Jarrett Building - Parking Lot Improvements

Request: Establish Phase II Full Construction Budget to repair and replace pavement.

Included in CPIP: Yes – 2025 CPIP Priority 32 of 32 of FY26 (estimated at $497,000)
Phase I Approval: December 2026 (estimated at $500,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Depreciation Reserve	33,000		33,000	484,874	517,874
All Sources	33,000		33,000	484,874	517,874

Summary of Work: The project will repair and replace the pavement of the parking lot at the Mills/Jarrett Building.

Rationale: The asphalt has exceeded its life expectancy, is in poor condition, and is a trip hazard to visitors and employees that utilize the building daily.

Facility Characteristics: The Mills/Jarrett Building is approximately 103,781 square feet. The Mills Building was constructed in 1825 (201 years old). The Jarrett Building was constructed in 1987 (39 years old). The parking lot is original to the building. The Mills/Jarrett Building is utilized by the South Carolina Office of Resilience. Approximately 80 staff plus varying numbers of employees and visitors will utilize the building.

Financial Impact: The project will be funded from Other, Depreciation Reserve Funds (uncommitted balance $5.18 million at March 5, 2026). Depreciation Reserve Funds are derived from the rent account, which receives rent charged to agencies. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $517,874 funded from Depreciation Reserve Funds. Contract execution is expected November 2026 and completion of construction June 2027.

(w) Project: JBRC Item 24: Department of Administration
D50.6199: Wade Hampton Building - Window Replacement

Request: Establish Phase II Full Construction Budget to replace or refurbish windows.

Included in CPIP: Yes – 2025 CPIP Priority 13 of 32 of FY26 (estimated at $4,900,000)
Phase I Approval: December 2025 (estimated at $4,900,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	93,500		93,500	4,806,500	4,900,000
All Sources	93,500		93,500	4,806,500	4,900,000

Summary of Work: The project will replace or refurbish the windows in the building. The building is a National Register Property, which will require special attention to detail and preservation methods as well as coordination and review with state authorities.

Rationale: The existing windows are past their useful life and leaking in multiple areas.

Facility Characteristics: The Wade Hampton Building is approximately 121,141 square feet and was constructed in 1938 (88 years old). The windows are original to the building. The building houses the following Agencies: SC Department of Administration, SC Commission on Prosecution, Bureau of Protective Services, SC Commission for the Blind, Governor's Office, SC State Treasurer's Office, SC Comptroller General Office, SC Adjutant General's Office, SC Department of Agriculture, and State Fiscal Accountability Authority. It is utilized by approximately 275 staff and various annual visitors.

Financial Impact: The project will be funded from FY26 Appropriated State Funds (uncommitted balance $6.26 million at March 16, 2026). The project is expected to result in a decrease in annual operating expenditures, but that amount has not yet been determined.

Full Project Estimate: $4,900,000 funded from Appropriated State Funds. Contract execution is expected January 2027 and completion of construction in June 2028.

(x) Project: JBRC Item 25: Department of Administration
D50.6201: Brown Building - Renovate SCALC Court Rooms

Request: Establish Phase II Full Construction Budget to renovate the court rooms.

Included in CPIP: No – The need for the project was unknown during the 2025 CPIP submission process.

Phase I Approval: February 2026 (estimated at $410,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, SCALC Appropriated State, Carryforward	11,150		11,150	563,850	575,000
All Sources	11,150		11,150	563,850	575,000

Summary of Work: The project will renovate Court Rooms 1, 2, & 3 utilized by the SC Administrative Law Court located in the Brown Building. The work includes replacement of flooring and wall finishes, court room benches, desks, seating, associated electrical work, wood wrapping the column in the 3rd floor reception area, and hazardous material abatement, as needed.

Rationale: The court rooms are outdated and showing wear and tear on the finishes. The wallpaper is separating from the wall, and moldings are falling off the doors and wainscoting. The judge's bench and court reporter's stand have started to separate and have deep scratches.

Facility Characteristics: The Brown Building is approximately 156,182 square feet and was constructed in 1976 (50 years old). Court Rooms 1, 2, and 3 have a combined square footage of approximately 1,974 square feet. The court rooms were last renovated around 2009 (17 years ago). The renovated space will be utilized by the South Carolina Administrative Law Court. It will be utilized by approximately 76 staff and various visitors annually.

Financial Impact: The project will be funded from Other, SCALC FY25 Appropriated State, Carryforward Funds (uncommitted balance $2.13 million at March 16, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $575,000 funded from Appropriated State Carryforward Funds. Contract execution is expected November 2026 and construction completion December 2027.

(y) Project: JBRC Item 26: Department of Administration
D50.6202: McEachern Parking Facility - Re-striping & Minor Repairs

Request: Establish Phase II Full Construction Budget to make repairs and improvements to the parking facility.

Included in CPIP: Yes – 2025 CPIP Priority 15 of 32 in FY26 (estimated at $596,481)

Phase I Approval: February 2026 (estimated at $362,216) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State				356,783	356,783
Other, Depreciation Reserve	5,433		5,433		5,433
All Sources	5,433		5,433	356,783	362,216

Summary of Work: The project will re-stripe and complete minor repairs to the McEachern Parking Facility. The work will involve re-striping all traffic markers, parking stripes, vehicle assignment numbers, and columns. Minor repairs at identified areas will also be completed.

Rationale: The parking space division lines and wayfaring are fading and there are areas requiring minor repairs.

Facility Characteristics: The McEachern Parking Facility is approximately 714,000 square feet and was constructed in two phases. Phase I was constructed in 1969 (57 years old) and Phase II was constructed in 1974 (52 years old). The tenants of the State House Complex include the Attorney General, Legislative Council, Revenue & Fiscal Affairs, Senate, House of Representatives, Parks Recreation and Tourism, Department of Administration, Secretary of State, Administrative Law Court, Board of Financial Institutions, Judicial Department, Bureau of Protective Services, Office of the State Treasurer, Department of Agriculture, Comptroller General's Office, Governor's Office, and the State Fiscal Accountability Authority. The parking facility contains approximately 1,800 parking spaces.

Financial Impact: This phase of the project will be funded from FY26 Appropriated State Funds (uncommitted balance $6.26 million at March 16, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $362,216 funded from Appropriated State and Depreciation Reserve Funds. Contract execution is expected June 2026 and construction completion December 2026.

(z) Project: JBRC Item 27: Department of Administration
D50.6203: Mills /Jarrett Building - Elevator Modernization

Request: Establish Phase II Full Construction Budget to modernize the passenger elevators in the Mills/Jarrett Building.

Included in CPIP: Yes – 2025 CPIP Priority 25 of 32 in FY26 (estimated at $308,985)
Phase I Approval: February 2026 (estimated at $308,985) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	15,000		15,000	405,520	420,520
Appropriated State, (transfer from D50-6112)				300,913	300,913
FY23 Appropriated State, Proviso 118.19 (B)(71)(a), (Facilities Management – Maintenance Projects (transfer from D50-6114)				158,377	158,377
Appropriated State, (transfer from D50-6123)				229,516	229,516
Appropriated State, (transfer from D50-6143)				26,509	26,509
All Sources	15,000		15,000	1,120,835	1,135,835

Summary of Work: The project will modernize the passenger elevators in the Mills/Jarrett Building. The work will include the replacement/upgrade of the elevator controls and modernization of the elevator cabs.

Rationale: The elevators and control systems have exceeded their life expectancy and need modernization to bring them into compliance with current governing codes and regulations. The elevators experience frequent interruption of service due to their age and repair parts are difficult to find and often must be fabricated, thus extending the periods when the elevators are offline and out of service.

Facility Characteristics: The Mills/Jarrett Building is approximately 103,781 square feet. The Mills Building was constructed in 1825 (201 years old), and the Jarrett Building was constructed in 1987 (39 years old). The elevators have not been updated since construction of the Jarrett Building. The Mills/Jarrett Building is utilized by the South Carolina Office of Resilience. Approximately 80 staff plus varying numbers of employees and visitors utilize the building.

Financial Impact: This phase of the project will be funded from FY26 Appropriated State (uncommitted balance $6.26 million at March 18, 2026), FY25 Appropriated State ($301k will be available once released from D50-6112 in June 2026), FY25 Appropriated State ($230k will be available once released from D50-6123 in June 2026), FY24 Appropriated State ($27k will be available once released from D50-6143), and FY23 Appropriated State (nonrecurring) Funds ($158k will be available once released from D50-6114). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,135,835 funded from Appropriated State Funds. The estimated cost to complete the project has increased from the 2025 CPIP submission and the Phase I estimate because the estimate reflected the modernization of 1 elevator instead of 3. Contract execution is expected November 2026 and construction completion June 2028.

(aa) Project: JBRC Item 28: Department of Administration
D50.6204: Supreme Court Building - Bathroom Renovations

Request: Establish Phase II Full Construction Budget to renovate the bathrooms in the Supreme Court Building.

Included in CPIP: Yes – 2025 CPIP Priority 23 of 32 in FY26 (estimated at $400,000)
Phase I Approval: February 2026 (estimated at $400,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	11,000		11,000	437,446	448,446
All Sources	11,000		11,000	437,446	448,446

Summary of Work: The project will renovate the bathrooms in the Supreme Court Building. The work will include new wall and flooring finishes, new bathroom fixtures, new lighting, associated plumbing and electrical work, and hazardous material abatement, as needed.

Rationale: The bathrooms finishes are worn, and the flooring is in disrepair. The plumbing fixtures have rusted and need replacing.

Facility Characteristics: The Supreme Court Building is approximately 63,896 square feet and was constructed in 1921 (105 years old). The bathrooms being renovated are approximately 1,315 square feet. They were renovated over 30 years ago. The Supreme Court Building is utilized by approximately 50 Judicial Branch staff and various visitors annually.

Financial Impact: The project will be funded from FY26 Appropriated State Funds (uncommitted balance $6.26 million at March 16, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $448,446 funded from Appropriated State Funds. Contract execution is expected October 2027 and completion of construction in June 2028.

(bb) Project: JBRC Item 29: Department of Administration
D50.6181: Supreme Court Building - First and Second Floor Carpet Replacement

Request: Revise Scope and Increase Phase II Full Construction Budget to cover the cost of refinishing the marble flooring located in the front lobby.

Included in CPIP: Yes – 2025 CPIP Priority 6 of 32 in FY26 (estimated at $487,500)
Phase I Approval: April 2025 (estimated at $552,000) (SFAA)
Phase II Approval: August 2025 (estimated at $487,500) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Depreciation Reserve	18,280	469,220	487,500		487,500
Other, Judicial Development				40,900	40,900
All Sources	18,280	469,220	487,500	40,900	528,400

Summary of Work: The project was established to replace the flooring on the first and second floor and the mezzanine level of the building. This included installing new carpet, refinishing the existing hardwood floors, and abatement of hazardous materials as needed. This revise scope request will add refinishing the marble flooring located in the front lobby of the building.

Rationale: The floors are in poor condition and are a trip hazard to staff and visitors.

Facility Characteristics: The Supreme Court Building is approximately 63,896 square feet and was constructed in 1921 (105 years old). The existing flooring finishes are approximately 20 years old. The building is utilized by the 50 Judicial Branch staff and various visitors daily.

Financial Impact: This increase will be funded from Other, Judicial Development Funds (uncommitted balance $3.88 million at March 24, 2026). Judicial Development Funds are derived from assessments on filings to be used for general operating purposes. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $528,400 funded from Depreciation Reserve and Judicial Development Funds. Completion of construction is expected in December 2026.

(cc) Project: JBRC Item 30: Office of the Adjutant General
E24.9869: Bluff Road Armory Parking Improvements

Request: Establish Phase I Pre-Design Budget to complete a comprehensive remediation of the existing parking infrastructure.

Included in CPIP: No – The project was deemed a priority after the 2025 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating				5,200	5,200
Federal, National Guard Bureau				5,200	5,200
All Sources				10,400	10,400

Summary of Work: The project will remove and replace failed asphalt sections, re-compact the sub-grade, and complete an asphalt overlay with new pavement markings. New clearly demarcated parking spaces will be established. ADA compliant stalls and access ramps will be constructed. New storm water drainage systems will be installed as necessary to meet engineering and environmental standards.

Rationale: The current parking facility has deteriorated to the point where it is impacting the operational readiness of the armory. As this facility supports full time staff and provides essential services to military retirees and veterans, ensuring safe and reliable access is mission critical.

Facility Characteristics: The Bluff Road armory parking area is 12,000 square yards and the armory and parking are were constructed in 1964 (62 years old). The parking area has had numerous pothole repairs over the years but has not received a full update since construction. The Armory National Guard Joint Force Headquarters, Serviced Member and Family Care, Retirees, and Veterans utilize the armory and parking area. Approximately 200 individuals utilize the armory and parking daily.

Financial Impact: The project will be funded from Appropriated State, Operating (uncommitted balance $1 million at March 18, 2026) and Federal, National Guard Bureau Funds (uncommitted balance $3.5 million at March 18, 2026). Revenue to the National Guard Bureau Fund is received from the Construction and Facilities Management Office's Master Cooperative Agreement funds. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $781,000 (internal) funded from Appropriated State, Operating and National Guard Bureau Funds.

(dd) Project: JBRC Item 31: Office of the Adjutant General
E24.9870: Unit Training and Equipment Site (UTES) Female Latrine

Request: Establish Phase II Full Construction Budget to renovate and expand the female latrine in Eastover.

Included in CPIP: No – The project was deemed a priority after the 2025 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, National Guard Bureau				655,449	655,449
All Sources				655,449	655,449

Summary of Work: The project will renovate the existing small female latrine within the building and expand it to meet current needs. The work includes new utilities and fixtures, mechanical, electrical, and plumbing requirements.

Rationale: This project will accommodate the increasing number of females in the National Guard with the appropriate latrine space.

Facility Characteristics: The Unit Training and Equipment Site is 10,000 square feet and was constructed in the 1980's (40+ years old). The existing small latrine will be expanded by approximately 500 square feet. All finishes and building systems are original to construction. The latrine is utilized by 11 female full-time and various transient personnel.

Financial Impact: The project will be funded from Federal, National Guard Bureau Funds (uncommitted balance $656k at March 10, 2026). Revenue to the National Guard Bureau Fund is received from the Construction and Facilities Management Office's Master Cooperative Agreement funds. The project is expected to result in an increase of $500 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $655,449 (internal) funded from National Guard Bureau Funds. This project is being requested for establishment at Phase II because it is an approved National Guard Bureau project that is being directly funded with money that was not received until March 10, 2026 due to the federal government shutdown. This funding must be fully obligated by September 30, 2026 or it must be returned. Contract execution is expected August 2026 and completion of construction in March 2027.

(ee) Project: JBRC Item 32: Office of the Adjutant General
E24.9861: Clark's Hill Training Site Cabin Renovation

Request: Establish Phase II Full Construction Budget to complete interior and limited exterior renovations to a recreational use cabin.

Included in CPIP: Yes – 2025 CPIP Priority 16 of 23 in FY26 (estimated at $500,000)
Phase I Approval: April 2025 (estimated at $500,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, National Guard Bureau	7,500		7,500	474,165	481,665
All Sources	7,500		7,500	474,165	481,665

Summary of Work: This project will update interior finishes, cabinets, appliances, and heating/air systems in one recreational use cabin. On the exterior, the wood siding will be sealed, and rotting portions will be replaced, including trim and fascia. Additionally, the windows and doors will be replaced, and repairs will be made to the front and back porches.

Rationale: The cabins are aging and need finish and system upgrades to avoid increased maintenance costs. The cabins are high use at the training facility and therefore only one cabin is being taken off-line at this time. Additional cabins will be submitted individually in future years.

Facility Characteristics: There are six recreational use cabins at Clarks Hill Training Site. The cabins are 1,740 square feet each and were constructed in 2001 (25 years old). Only one cabin will be renovated in this project. Soldiers on and off duty have access to the cabins, in addition to retirees, and state employees of the agency. Approximately 300 soldiers utilize the cabins each year.

Financial Impact: The project will be funded from Federal, National Guard Bureau Funds (uncommitted balance $3.5 million at March 18, 2026). Revenue to the fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is expected to result in a decrease of $1,000 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $481,665 funded from National Guard Bureau Funds. Contract execution is expected in September 2026 and completion of construction in June 2027.

(ff) Project: JBRC Item 33: Office of the Adjutant General
E24.9826: Statewide Readiness Center Stand-By Emergency Generators

Request: Increase Phase II Full Construction Budget to design and install the backup generators at the Newberry and Moncks Corner Readiness Centers.

Included in CPIP: Yes – 2025 CPIP Priority 8 of 23 in FY26 (estimated at $4,551,250)
Phase I Approval: October 2020 (estimated at $443,840) (JBRC)
Phase II Approval: May 2021 (estimated at $376,844) (JBRC)
Phase II Increase Approval: April 2022 (estimated at $457,600) (JBRC)
Phase II Increase Approval: August 2022 (estimated at $624,150) (JBRC)
Phase II Increase Approval: December 2022 (estimated at $857,566) (JBRC)
Phase II Increase Approval: November 2023 (estimated at $1,945,926) (SFAA)
Phase II Increase Approval: October 2024 (estimated at $3,283,097) (SFAA)
Phase II Increase Approval: June 2025 (estimated at $3,809,180) (SFAA)
Phase II Increase Approval: October 2025 (estimated at $3,851,250) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating	1,664	1,326,388	1,328,052	337,774	1,665,826
Federal, National Guard Bureau	4,994	2,518,204	2,523,198	310,459	2.833,657
All Sources	6,658	3,844,592	3,851,250	648,233	4,499,483

Summary of Work: The project was established to construct and install standby generators with automatic transfer switches at various locations across the state. After subsequent changes, the revised group includes Georgetown, Marion, Mullins, Walterboro, North Charleston, Beaufort, Varnville RC, Varnville FMS, Manning RC, McCrady Training Center Fire Station, McCrady Training Center Water Treatment system, Anderson (installation only), Newberry, and Moncks Corner. The design and construction for Anderson, Beaufort, Marion, Mullins, Georgetown, and Varnville RC are all completed. The design for Varnville FMS, Manning RC, McCrady Training Center Fire Station, McCrady Training Center Water Treatment System, Newberry and Moncks Corner have all been completed. The construction for Manning RC and McCrady Training Center Fire Station is completed. The construction for the McCrady Training Center Water Treatment System, Varnville FMS, North Charleston, and Walterboro is ongoing. This request is to complete the installation of the back-up generators on the Newberry and Moncks Corner Readiness Centers. These are the last two generators to be completed under this project. The work at each readiness center includes a generator and concrete pad.

Rationale: The standby generators ensure continuous operations for the assigned units in the event commercial power is interrupted due to attacks on the power grid or during natural disasters. This project will contribute to energy security for the SC Army National Guard.

Facility Characteristics: The Georgetown, Marion, Mullins, Walterboro, North Charleston, Beaufort, Varnville RC, Varnville FMS, Manning RC, McCrady Training Center Fire Station, McCrady Training Center Water Treatment system, Anderson, Newberry, and Moncks Readiness Centers support soldiers, firefighters, and staff of the SC Army National Guard. Approximately 10,978 individuals utilize the readiness centers.

Financial Impact: This increase will be funded from Appropriated State, Operating (uncommitted balance $1 million at March 18, 2026), and Federal, National Guard Bureau Funds (uncommitted balance $3.5 million at March 18, 2026). The project is expected to result in an increase of $1,000 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $4,499,483 funded from Appropriated State Operating and National Guard Bureau Funds. Contract execution for Newberry and Moncks Corner is expected in August 2026 and completion of construction in March 2027.

(gg) Project: JBRC Item 34: Office of the Adjutant General
E24.9831: MTC Building 3410 Roof Replacement

Request: Increase Phase II Full Construction Budget to cover higher than anticipated bid costs to remove and replace the roof on the McCrady Training Center located in Columbia.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase I Approval: January 2021 (estimated at $172,265) (JBRC Staff)

Phase II Approval: February 2024 (estimated at $182,059) (JBRC Staff)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, National Guard Bureau	2,590	179,469	182,059	99,941	282,000
All Sources	2,590	179,469	182,059	99,941	282,000

Summary of Work: This project will remove the existing metal roof and replace it with a standing seam metal roof. All gutters and downspouts will be metal fabricated. The roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The original contractor selected for this project was unable to execute the project and therefore the agency took the bid bond and went back to design. The revised cost estimate came in higher than the original design due to material cost increase. The existing roof system is leaking and affecting the interior finish of the building. Additionally, the existing roofing system has reached its life cycle replacement term of 20 years.

Facility Characteristics: Building 3410 is 4,200 square feet and was constructed in 1989 (37 years old). The roof is original to construction. The building is utilized by the Fires Support Team consisting of approximately 35 National Guard soldiers at any given time.

Financial Impact: The increase will be funded from Federal, National Guard Bureau Funds (uncommitted balance $3.5 million at March 18, 2026). Revenue to the fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $282,000 to be funded from National Guard Bureau Funds. Contract execution is expected in August 2026 and completion of construction in March 2027.

(hh) Project: JBRC Item 35: Office of the Adjutant General
E24.9852: Armory Revitalizations 2024-2025

Request: Increase Phase II Full Construction Budget to complete the final design for Orangeburg and Manning Readiness Centers.

Included in CPIP: Yes – 2025 CPIP priority 20 of 23 FY26 (estimated at $30,000,000)
Phase I Approval: December 2023 (estimated at $22,000,000) (SFAA)
Revise Scope & Phase I Increase Approval: December 2024 (estimated at $22,000,000) (SFAA)
Phase II Approval: October 2025 (estimated at $30,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY25 Capital Reserve (34)(b), (Armory Revitalization)		3,300,000	3,300,000		3,300,000
Appropriated State, Operating	110,377	952,932	1,063,309		1,063,309
Appropriated State, Armory Revitalization		3,072,000	3,072,000		3,072,000
FY23 Appropriated State, Proviso 118.19 (B)(74)(a), (Armory Revitalization)		1,331,151	1,331,151		1,331,151
FY26 Appropriated State, Proviso 118.22 (B)(69)(a), (Armory Revitalization)				893,945	893,945
Federal, National Guard Bureau	110,376	8,656,085	8,766,461	893,945	9,660,406
All Sources	220,753	17,312,168	17,532,921	1,787,890	19,320,811

Summary of Work: This annualized project will complete significant repairs and replacements at the Orangeburg, Manning, Clemson, and Seneca Readiness Centers. These items include roofing systems, windows, doors, water, sewer, HVAC, electrical, telecom systems, sidewalks, parking and road replacement and expansion. The pre-design for the Orangeburg, Manning, Clemson and Seneca Readiness Centers was previously approved and has been completed. This request will add the final design for the Orangeburg and Manning Readiness Centers. The Orangeburg Readiness Center will be expanded in addition to being renovated. The roofs for Seneca and Clemson have been evaluated by the Department of Administration, have been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The expansion of the Orangeburg Readiness Center will allow the facility to support more than one unit because of consolidation. Separate units require sole space for administrative, property security, and command separate. In most cases, items require replacement since they have exceeded their service life. In accordance with Federal law, the state of South Carolina is obligated to the National Guard Bureau to provide operation and maintenance funding for those facilities if there is a federally recognized unit assigned to the facilities.

Facility Characteristics: The Orangeburg Readiness Center is 26,268 square feet and was constructed in 1971 (55 years old). This Center will be expanded by 3,500 square feet in this project. The Manning Readiness Center is 25,960 square feet and was constructed in 1995 (31 years old). The Seneca Readiness Center is 15,500 square feet and was

constructed in 1955 (71 years old). The Clemson Readiness Center is 23,000 square feet and was constructed in 1955 (71 years old). The Orangeburg Readiness Center supports 341 soldiers, the Manning Readiness Center supports 89 soldiers, the Seneca Readiness Center supports 150 soldiers, and the Clemson Readiness Center supports 150 soldiers.

Financial Impact: This increase will be funded from FY26 Appropriated State (nonrecurring) (uncommitted balance $2 million at March 18, 2026) and Federal, National Guard Bureau Funds (uncommitted balance $3.5 million at March 18, 2026). Revenue to the National Guard Bureau Fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is expected to result in an increase of $1,000 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $19,320,811 funded from Capital Reserve, Appropriated State Operating, Appropriated State Armory Revitalization, Appropriated State (nonrecurring), and National Guard Bureau Funds. The total estimated cost to complete all four readiness centers is $30,000,000. Construction completion of Seneca and Clemson Readiness Centers is expected in November 2027.

(ii) Project: JBRC Item 36: Office of the Adjutant General
E24.9860: Training Sites TT Enlisted Barracks Replacement

Request: Increase Phase II Full Construction Budget to cover higher than anticipated bid costs for construction of Barracks #2.

Included in CPIP: Yes – 2025 CPIP Priority 22 of 23 in FY26 (Barracks #1 estimated at $1,896,985)
Phase I Approval: December 2024 (Barracks #1 & #2 estimated at $4,026,000) (SFAA)
Phase II Approval: August 2025 (Barracks #1 estimated at $1,896,985) (SFAA)
Phase II Increase Approval: February 2026 (Barracks #1 & #2 estimated at $3,704,985) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, National Guard Bureau	50,850	3,654,135	3,704,985	824,176	4,529,161
All Sources	50,850	3,654,135	3,704,985	824,176	4,529,161

Summary of Work: This annualized project will demolish existing WWII Era barracks and construct replacement Transient Training Enlisted (TT ENL) Barracks at the McCrady Training Center (MTC) Army National Guard Training Site. This project will complete four barracks (MTC #1, MTC #2, MTC #3, and MTC #4) from FY25 thru FY28. Each barracks building will be of permanent construction with a finished interior, including mechanical, electrical, and plumbing (MEP) systems, a latrine with showers, urinals, toilets, sinks and washer/dryer connections. The design for Barracks #1 and #2 has been completed. The construction of Barracks #1 is in progress. The construction of Barracks #2 has not yet begun. The roof to be installed has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The barracks to be replaced are no longer sufficient for housing soldiers because the structures are not insulated properly; the roofs are cost prohibitive to repair; there is no latrine; the windows are single pane; and the light fixtures are old and energy inefficient.

Facility Characteristics: The current McCrady Training Center site has four barracks that total 4,000 square feet and were moved from Fort Jackson in 1970 (56 years ago). Each new barrack to be constructed will be 3,200 square feet. These barracks support approximately 380 Army National Guard soldiers per year.

Financial Impact: The project will be funded from Federal, National Guard Bureau Funds (uncommitted balance $3.5 million at March 18, 2026). Revenue to the fund is identified as part of the Construction and Facilities Management Office's Master Cooperative Agreement through the Office of the Adjutant General and from the National Guard Bureau. The project is expected to result in a decrease of $1,000 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $4,529,161 funded from National Guard Bureau Funds. The total estimated cost of all four barracks is $10,469,795. Completion of construction of Barracks #1 is anticipated in December 2026. Contract execution for Barracks #2 is expected in August 2026 and completion of construction in July 2027.

(jj) Project: JBRC Item 37: Department of Veterans Affairs
E26.9910: Veterans Victory House Curry Nurse Station Renovation

Request: Establish Phase I Pre-Design Budget to renovate two nursing stations and two semi-private resident rooms in the Curry Building.

Included in CPIP: Yes – 2025 CPIP Priority 2 of 6 in FY27 (estimated at $800,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Deferred Maintenance				12,000	12,000
All Sources				12,000	12,000

Summary of Work: The project will remove the current nursing station to create a larger gathering area for the residents that will allow safer operations for the staff and better care for the residents. The two semi-private resident rooms will be reconfigured to create the new nursing stations with improved medications security, treatment carts and medical devices.

Rationale: The renovation is needed to effectively and safely meet the needs of the resident veterans with functional and behavioral conditions.

Facility Characteristics: The Veteran Victory Nursing Home, located in Walterboro, is 124,800 square feet and was constructed in 2006 (20 years ago). The Curry Building being renovated in this project is 26,821 square feet. The area building renovated in the building is original to construction. The Veteran Victory Nursing Home houses 220 veterans and has 225 staff and support personnel.

Financial Impact: The project will be funded from Other, Deferred Maintenance Funds (uncommitted balance $108.35 million at March 24, 2026). Revenue in this fund are appropriated and authorized for the operation of State Veterans Homes and are used for operations, deferred maintenance, capital projects, ordinary repair, and maintenance of the State Veterans Homes. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $800,000 (internal) funded from Deferred Maintenance Funds.

(kk) Project: JBRC Item 38: Governor's School for the Arts and Humanities
H64.9600: Dining Hall Renovation

Request: Increase Phase II Full Construction Budget to add contingency funds to renovate and expand the dining space.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase II Approval: January 2023 (estimated at $1,235,900) (SFAA)

Phase II Increase Approval: June 2024 (estimated at $1,235,900) (SFAA)

Phase II Increase Approval: February 2026 (estimated at $1,352,875) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(9), (Dining Hall Expansion and Furniture Replacement)	512,950		512,950		512,950
FY24 Appropriated State, Proviso 118.19 (B)(6)(a), (Dining Hall Expansion and Furniture Replacement)		512,950	512,950		512,950
Appropriated State, Carryforward		116,975	116,975		116,975
Appropriated, Operating				50,000	50,000
Other, Aramark Contract Commitment		210,000	210,000		210,000
All Sources	512,950	839,925	1,352,875	50,000	1,402,875

Summary of Work: The renovation portion of this project includes demolishing several non-load bearing walls, relocating serving lines, installing new flooring, and replacing the furniture. The dining hall will be expanded by enclosing a covered outdoor space by adding walls and windows.

Rationale: The increase is needed to cover any unforeseen conditions that may arise during construction. The existing dining hall is only rated to accommodate 90 occupants. The combination of a student population of 238 and approximately 10 employees that dine on campus each day, far exceeds the hall's capacity. The current dining facilities are not usable by students with mobility challenges and do not meet current standards for accessibility. As the school seeks to have a more diverse student population, it is essential that this space meets the needs of all students. Having maintained the original furnishings, the dining area is outdated and institutional. Significant expansion of the dining space with furniture replacement is necessary at this time.

Facility Characteristics: The Dining Hall is 3,648 square feet and was constructed in 1999 (27 years old). No significant renovations have been completed since construction. An additional 1,037 square feet will be added under the outside arcade by adding walls and windows to enclose the space. The renovated and expanded space will increase occupancy from 90 to 180 seats inside and an additional 40 under a covered breezeway. Currently, there are three meal shifts. The facility serves all meals for students, staff, and special events such as parent weekends, orientation, and any

other large student events. There are 238 students and 100 staff that dine there daily.

Financial Impact: The increase will be funded from FY26 Appropriated State, Operating Funds (uncommitted balance $1.43 million at March 19, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,402,875 funded from Appropriated State (nonrecurring), Appropriated State Carryforward, Appropriated State Operating, and Aramark Contract Commitment Funds. Completion of construction is anticipated in July 2026.

(ll) Project: JBRC Item 39: Vocational Rehabilitation Department
H73.9635: Dorm Building – Heat Pump Units Replacement

Request: Establish Phase I Pre-Design Budget to replace the existing water source heat pumps in the building.

Included in CPIP: Yes – 2025 CPIP Priority 6 of 7 in FY26 (estimated at $295,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, State Vocational Rehabilitation Services Grant				15,000	15,000
All Sources				15,000	15,000

Summary of Work: The project will replace the existing 23 water source heat pumps in the building. The work includes demolition, electrical, and ceiling and wall finish replacement.

Rationale: The system is out of date and costly to repair.

Facility Characteristics: The Dorm Building is 9,550 square feet and was constructed in 1986 (40 years old). This facility supports the Information Technology Training Center classroom, and together these facilities support and provide vocational rehabilitation services to individuals with a wide range of disabilities. The goal of these services is to prepare and assist eligible South Carolinians with disabilities to achieve and maintain competitive employment. The dorm houses 18 consumers with 5 staff.

Financial Impact: This phase of the project will be funded from Federal, State Vocational Rehabilitation Services Grant Funds (uncommitted balance $71.48 million at March 23, 2026). This revenue is received to assist in the provision of providing vocational rehabilitation services. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $735,600 (internal). Phase II will be funded from $661,850 in State Vocational Rehabilitation Services Grant and $73,750 in FY26 Appropriated State (nonrecurring) Funds. The Phase I amount requested is 2% of the estimated cost to complete the project and the additional amount will be used to complete onsite investigations required in order to recommend a new mechanical system. The estimated cost to complete the project has increased from the 2025 CPIP because the project scope has expanded from the CPIP submission to include replacement of existing ductwork, water piping, ceilings, lights and a totally new HVAC control system.

(mm) Project: JBRC Item 40: Vocational Rehabilitation Department
H73.9633: Evaluation Center / State Office Repaving

Request: Establish Phase II Full Construction Budget to repair and resurface parking areas, loading areas, and access roads.

Included in CPIP: Yes - 2025 CPIP Priority 5 of 7 in FY26 (estimated at $600,000)
Phase I Approval: February 2026 (estimated at $600,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY26 Appropriated State, Proviso 118.22 (B)(33)(a), (Evaluation VR Center/State Office Repaving)				150,000	150,000
Federal, State Vocational Rehabilitation Services Grant	20,000		20,000	704,500	724,500
All Sources	20,000		20,000	854,500	874,500

Summary of Work: The project will repair and resurface parking areas, loading areas, and access roads at the State Office building and Evaluation Center. The work includes demolition, striping, lighting, and landscaping.

Rationale: The parking areas and access roads are deteriorating and need repair and resurfacing.

Facility Characteristics: The State Office building is 34,511 square feet and Evaluation Center building is 22,203 square feet and both were constructed in 1984 (42 years old). Between both buildings the parking areas, loading areas, and access roads total 7,600 square yards and were constructed in 1996 (30 years old). These areas were last patched in 1992. The Evaluation Center provides vocational rehabilitation services to individuals with a wide range of disabilities. The goal of these services is to prepare and assist eligible citizens with disabilities to achieve and maintain competitive employment. The facilities are utilized by 140 staff and 55 to 65 consumers daily.

Financial Impact: This phase of the project will be funded from FY26 Appropriated State (nonrecurring) (uncommitted balance $150k at March 23, 2026) and Federal, State Vocational Rehabilitation Services Grant (uncommitted balance $71.48 million at March 23, 2026). The State Vocational Rehabilitation Services Grant revenue is received to assist in the provision of proving vocational rehabilitation services. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $874,500 funded from Appropriated State (nonrecurring) and State Vocational Rehabilitation Services Grant Funds. The estimated cost to complete the project has increased from the 2025 CPIP and the Phase I estimate due to significantly increased asphalt unit prices and soil conditions. Contract execution is expected in September 2026 and completion of construction in June 2027.

(nn) Project: JBRC Item 41: Vocational Rehabilitation Department
H73.9634: ITTC / Rehabilitation Engineering Building Repaving

Request: Establish Phase II Full Construction Budget to repair and resurface parking areas and access roads at two buildings.

Included in CPIP: Yes - 2025 CPIP Priority 4 of 7 in FY26 (estimated at $600,000)
Phase I Approval: February 2026 (estimated at $600,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY26 Appropriated State, Proviso 118.22 (B)(33)(b), (ITTC/Rehabilitation Engineering Building Repaving)				150,000	150,000
Federal, State Vocational Rehabilitation Services Grant	20,000		20,000	1,006,000	1,026,000
All Sources	20,000		20,000	1,156,000	1,176,000

Summary of Work: The project will repair and resurface parking areas and access roads at the Information Technology Training Center/Rehabilitation Engineering Building. The work includes demolition, striping, lighting, and landscaping.

Rationale: The parking areas and access roads are deteriorating and need repair and resurfacing.

Facility Characteristics: The Information Technology Training Center (ITTC) building is 9,400 square feet and was constructed in 1987 (39 years old). The Rehabilitation Engineering building is 11,706 square feet and was constructed in 1987 (39 years old). Between both buildings the parking areas, loading areas, and access roads total 10,700 square yards and were constructed in 1996 (30 years old). These areas were last patched in 1992 (34 years ago). The buildings house Rehabilitation Engineering, ITTC classrooms, Finance, Facilities Management, MDC (swimming pool & physical therapy) and the Human Resource Development Conference Center. The facilities provide vocational rehabilitation services to individuals with a wide range of disabilities. The goal of these services is to prepare and assist eligible citizens with disabilities to achieve and maintain competitive employment. The facilities are utilized by 75 staff and plus 60 to 70 consumers daily.

Financial Impact: This phase of the project will be funded from FY26 Appropriated State (nonrecurring) (uncommitted balance $150k at March 23, 2026) and Federal, State Vocational Rehabilitation Services Grant (uncommitted balance $71.48 million at March 23, 2026). The State Vocational Rehabilitation Services Grant revenue is received to assist in the provision of proving vocational rehabilitation services. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,176,000 funded from Appropriated State (nonrecurring) and State Vocational Rehabilitation Services Grant Funds. The estimated cost to complete the project has increased from the 2025 CPIP and the Phase I estimate due to significantly increased asphalt unit prices and soil conditions. Contract execution is expected in August 2026 and completion of construction in April 2027.

(oo) Project: JBRC Item 42: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9886: BPH Patient Lodges Domestic Hot Water Recirculation 2026

Request: Establish Phase I Pre-Design Budget to replace the existing, non-recirculating domestic hot water systems in eight Patient Lodges.

Included in CPIP: No – A 2025 CPIP was not submitted due to the dissolution of DMH.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance				15,389	15,389
All Sources				15,389	15,389

Summary of Work: The project will demolish the existing domestic non-circulating hot water supply piping system and replace it with a modern, looped domestic hot water piping system, including recirculation pumps, that continuously recirculate and reheat water, so that it is delivered quickly to opened hot water taps/faucets.

Rationale: The existing domestic hot water supply system is antiquated and is not a recirculating system. Domestic hot water systems are now required by mechanical/plumbing codes adopted by the SCC LLR Building Codes Council to be recirculating systems.

Facility Characteristics: The Bryan Psychiatric Hospital Building (BPH) is 209,679 square feet and was constructed in 1975 (51 years old). The eight Patient Lodges are 12,995 square feet each, totaling 103,960 square feet and were constructed in 1975 (51 years old). The domestic hot water system is original to construction. The hospital is an inpatient hospital for adults and adolescents. The lodges currently have 154 residents, and the hospital has 525 full-time hospital staff.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,025,963 (internal) funded from Capital Improvement & Maintenance Funds.

(pp) Project: JBRC Item 43: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9887: Columbia Area MHC HVAC Replacement

Request: Establish Phase I Pre-Design Budget to replace chiller and boiler at the mental health center.

Included in CPIP: Yes – 2024 CPIP Priority 7 of 20 in FY26 (estimated at $530,000).
A 2025 CPIP was not submitted due to the dissolution of DMH.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance				8,175	8,175
All Sources				8,175	8,175

Summary of Work: The project will replace the 130-ton air-cooled chiller and the 1.1 MBTU gas-fired water boiler at the Columbia Area Mental Health Center.

Rationale: The chiller and boiler are at the end of their useful life. The refrigerant and many replacement parts have been phased out and are no longer in production.

Facility Characteristics: The Columbia Area Mental Health Center has two (Adult Center and Child Adolescent Center) buildings totaling 58,995 square feet. The Adult Center was constructed in 2002 (24 years old). The Child Adolescent Center was constructed in 2008 (18 years old). The chiller and boiler support both Centers and are original to construction of the Adult Center. The Center provides case management, outpatient counseling and psychiatric treatment for children, adolescents, adults, and families in Richland County and surrounding areas. The Center has 109 staff and serve an average of 200 patients daily.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $545,000 (internal) funded from Capital Improvement & Maintenance Funds.

(qq) Project: JBRC Item 44: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9888: Columbia Area MHC Retaining Wall and CMU Repairs

Request: Establish Phase I Pre-Design Budget to repair retaining walls, concrete masonry units and brick deficiencies.

Included in CPIP: No – A 2025 CPIP was not submitted due to the dissolution of DMH.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance				4,035	4,035
All Sources				4,035	4,035

Summary of Work: The project will repair retaining walls, concrete masonry units (CMU) and brick deficiencies of the Columbia Area Mental Health Center Child/Adolescent building. This project will provide the installation of expansion joints with sealant and repair all failing/deteriorated mortar joints on the retaining and brick veneer walls.

Rationale: The facility's brick veneer and retaining walls have experienced multiple vertical and horizontal cracks in the CMUs of the retaining walls and brick veneer of the building due to the absence of expansion joints. These cracks create entry points for moisture/water to penetrate the interior of the facility.

Facility Characteristics: The Columbia Area Mental Health Center Child/Adolescent building is 30,780 square feet and was constructed in 2008 (18 years old). The retaining walls are original to construction. The Center provides case management, outpatient counseling and psychiatric treatment for children, adolescents, adults, and families in Richland County and surrounding areas. The Center has 109 staff and serves an average of 200 patients daily.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $269,000 (internal) funded from Capital Improvement & Maintenance Funds.

(rr) Project: JBRC Item 45: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9889: Spartanburg MHC Roof Replacement

Request: Establish Phase I Pre-Design Budget to replace the roof system and building exterior sealants around the perimeter of the facility.

Included in CPIP: Yes – 2024 CPIP Priority 15 of 20 in FY26 (estimated at $150,000).
A 2025 CPIP was not submitted due to the dissolution of DMH.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance				5,468	5,468
All Sources				5,468	5,468

Summary of Work: The project will replace the roof system and building exterior sealants (waterproofing) around the perimeter of the facility.

Rationale: The existing roof has exceeded its useful life, and the building has experienced multiple water intrusions from penetrations (exhaust vents, pipes, etc.) and improper flashing in valleys and exterior walls.

Facility Characteristics: The Spartanburg Mental Health Center is 48,243 square feet and was constructed in 2001 (25 years old). The roof is original to construction. The Center provides emergency services, case management, outpatient counseling and psychiatric treatment for children, adolescents, adults and families in Spartanburg County and surrounding areas. The Center currently has 115 staff and serves an average of 4,000 patients annually.

Financial Impact: The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $364,500 (internal) funded from Capital Improvement & Maintenance Funds.

(ss) Project: JBRC Item 46: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9877: Beaufort MHC Interior & Restroom Improvements

Request: Establish Phase II Full Construction Budget to make interior improvements to the Coastal Empire Mental Health Center.

Included in CPIP: Yes – 2024 CPIP Priority 5 of 20 in FY26 (estimated at $150,000).
A 2025 CPIP was not submitted due to the dissolution of DMH.

Phase I Approval: October 2025 (estimated at $350,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	5,250		5,250	386,419	391,669
All Sources	5,250		5,250	386,419	391,669

Summary of Work: The project will make improvements to the kitchen/break areas and restrooms. The work will include wall finishes, flooring finishes, cabinets/counter tops, restroom fixtures and accessories.

Rationale: Interior improvements will provide more adequate accessibility for ADA requirements.

Facility Characteristics: The Coastal Empire (Beaufort) Mental Health Center is 16,766 square feet and was constructed in 1995 (31 years old). The interior finishes, fixtures, and accessories are original to construction. The project will renovate 1,370 square feet of interior space. The Center provides emergency services, case management, outpatient counseling, and psychiatric treatment for children, adolescents, adults, and families in Beaufort County and surrounding areas. The Center currently has 84 staff and serves an average of 2,500 patients annually.

Financial Impact: The project will be funded from Other, Capital Improvement and Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $391,669 funded from Capital Improvement and Maintenance Funds. Contract execution is expected in October 2026 and completion of construction in December 2027.

(tt) Project: JBRC Item 47: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9880: Aiken MHC Roof Replacement

Request: Establish Phase II Full Construction Budget to replace the roof.

Included in CPIP: No – A 2025 CPIP was not submitted due to the dissolution of DMH.
Phase I Approval: October 2025 (estimated at $950,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	14,250		14,250	1,385,650	1,399,900
All Sources	14,250		14,250	1,385,650	1,399,900

Summary of Work: The project will replace the roof system with an insulated metal roof system and provide a complete insulated building envelope from exterior walls to the underside of the roof deck. The roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The building has experienced multiple water intrusions from penetrations (exhaust vents and pipes) and improper flashing in valleys around dormers. The complete insulated building envelope will also allow the facility to convert the anti-freeze fire sprinkler system into a wet pipe system.

Facility Characteristics: The Aiken Mental Health Center is 27,804 square feet and was constructed in 1997 (29 years old). The existing roof is original to the building. The Center houses 50-60 staff and serves 4,000 plus patients annually.

Financial Impact: The project will be funded from Other, Capital Improvement and Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,399,900 funded from Capital Improvement and Maintenance Funds. Contract execution is expected in December 2026 and completion of construction in April 2027. The estimated cost to complete the project has increased from the Phase I estimate due to significantly increased roofing construction costs and labor shortages.

(uu) Project: JBRC Item 48: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9884: Patient Lodges B, E & F - HVAC Repairs and Mold Remediation

Request: Revise Scope, Change Project Name, and Establish Phase II Full Construction Budget to repair HVAC and remediate mold.

Included in CPIP: No – The mold infestation was recently discovered.
Phase I Approval: December 2025 (estimated at $1,064,667) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	15,833		15,833	1,906,896	1,922,729
All Sources	15,833		15,833	1,906,896	1,922,729

Summary of Work: The project was established to repair existing air-handler internal condensation drainage systems, add secondary air-handler condensation drainage systems, repair and/or replace HVAC ductwork and/or insulation, and remediate mold infestation caused by malfunctioning internal air-handler condensation drainage systems, absence of secondary condensation drainage systems, and uninsulated HVAC supply diffusers. This revise scope request will add mold remediation for Patient Lodge E.

Rationale: As the agency was proceeding with scheduling replacement of the obsolete and partially functioning fire alarm system, the presence of hazardous mold was detected as a result from condensation related to damaged HVAC ductwork system insulation and improperly functioning HVAC air-handler's internal condensation collection pans, and the absence of secondary condensation collection and drainage systems that are required by contemporary mechanical codes. The replacement of the obsolete and failing fire alarm that is required by life-safety codes needs to be safely completed as quickly and efficiently as possible. To do that, safe access for the fire alarm system contractor(s) to the patient lodges is required. After submission of Phase I for this project, the mold assessment results were received for Lodge E and revealed significant mold contamination.

Facility Characteristics: Patient Lodges B, E, and F on the Bryan/Hall Psychiatric Hospital campus are each 12,995 square feet and were constructed in 1977 (49 years old). The HVAC systems are approximately 16 years old. The patient lodges house inpatient psychiatric adults and adolescents. Bryan Psychiatric Hospital includes 525 full-time staff and serves 200 plus outpatients annually.

Financial Impact: The project will be funded from Other, Capital Improvement and Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,922,729 funded from Capital Improvement and Maintenance Funds. Contract execution is expected in January 2027 and completion of construction in September 2027. The estimated cost to complete the project has increased from the Phase I estimate due to adding Patient Lodge E and an 18.7% contingency for unforeseen conditions as recommended by the A&E firm.

(vv) Project: JBRC Item 49: Department of Behavioral Health & Developmental Disabilities (Office of Mental Health)
J12.9808: Crafts-Farrow Campus Electrical Distribution System

Request: Increase Phase II Full Construction Budget for Dominion Energy of South Carolina (DESC) to demolish the switchgear/substation and provide a separate high voltage/primary power feed to transformers at each of the three campuses located on Farrow Road in Columbia.

Included in CPIP: Yes – 2024 CPIP Priority 1 of 28 in FY25 (estimated at $1,200,000).
A 2025 CPIP was not submitted due to the dissolution of DMH.

Phase I Approval: December 2021 (estimated at $1,200,000) (SFAA)

Phase II Approval: April 2025 (estimated at $1,784,360) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	18,000	1,766,360	1,784,360	2,827,646	4,612,006
All Sources	18,000	1,766,360	1,784,360	2,827,646	4,612,006

Summary of Work: The project will demolish the antiquated switchgear/substation and provide a separate high voltage/primary power feed to transformers (with separate meters) at each of the three campuses. DESC will own and maintain the three separate high voltage/primary power feeds, including the transformers, at each of the three campuses. The medium voltage/secondary power will flow from the DESC owned transformers on each campus, into the buildings, etc. of each campus, via a new medium voltage/secondary power grid at each campus that are also included in the scope of the project. Construction of the medium voltage/secondary power grids at the three campuses will be provided by a licensed electrical contractor, procured in accordance with the SC Consolidated Procurement Code, and will be owned and maintained by SCBHDD-OMH.

Rationale: The increase will cover DESC's cost for provision of primary power infrastructure, and the engineer's cost estimate increase of the secondary power infrastructure. The existing power infrastructure grid that services Crafts-Farrow, Bryan-Hall, and Morris Village located on Farrow Road are configured such that DESC feeds high-voltage/primary power via a single feed to a single switchgear/substation that is located on the Crafts Farrow Campus. From the single switchgear/substation, high voltage/primary power is distributed to the three campuses. Because of this single distribution point, the potential of losing power to all three campuses simultaneously exists, should the switchgear/substation fail.

Facility Characteristics: The Crafts-Farrow State Hospital includes 17 buildings that total 278,578 square feet and were constructed between 1911 (115 years old) and 2007 (19 years old). There are 490 staff and support personnel which include Forensic Staff, Physical Plant Services, Employee Training, IT, Public Safety, Nutrition Services, Vehicle Management, and other various administrative personnel. The Bryan/Hall Psychiatric Hospital includes 27 buildings that total 209,679 square feet and were constructed between 1977 (49 years old) and 2015 (11 years old). There are over 200 patients and 519 staff which provide inpatient mental health treatment services for adults and juveniles. The Morris Village Treatment Center includes 31 buildings that total 89,047 square feet and were constructed between 1975 (51 years old) and 2002 (24 years old). The existing switchgear/substation is more than 50 years old. There are 100 patients and 120 staff which include Administrative, Support, Alcohol, and Drug Addition Programs.

Financial Impact:	The project will be funded from Other, Capital Improvement & Maintenance Funds (uncommitted balance $27.25 million at March 18, 2026). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposits of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.
Full Project Estimate:	$4,612,006 funded from Capital Improvement & Maintenance Funds. Contract execution is expected in September 2026 and completion of construction in December 2028.

(ww) Project: JBRC Item 50: SC Governor's School for Agriculture at John De La Howe
L12.9523: JDLH Residence Halls Renovation

Request: Revise Scope and Increase Phase II Full Construction Budget to remove three staff houses from the project, and to renovate the third residence hall.

Included in CPIP: Yes – 2025 CPIP Priority 3 of 3 in FY26 (estimated at $600,000 for the FY26 increase)

Phase I Approval: December 2021 (estimated at $889,209) (JBRC)

Phase II Approval: August 2022 (estimated at $889,209) (JBRC)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, operating	11,498	877,711	889,209		889,209
FY26 Appropriated State, Proviso 118.22 (B)(6)(d), (Remodel Hester College)				600,000	600,000
All Sources	11,498	877,711	889,209	600,000	1,489,209

Summary of Work: The project was established to renovate three residence halls and three staff houses. The work includes plumbing, electrical, roofing, and flooring where needed. Additionally, the interior will be painted, and keyless entry and security cameras will be installed on the exterior. This revise scope request will remove the three staff houses from the project. The roofs have been evaluated by the Department of Administration and have been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. The renovations to Hessie Morrah and Charleston Residence Hall have been completed and are currently occupied with approximately 22 students.

Rationale: Due to higher than anticipated bid costs, only two residence halls can be renovated within the current project budget. The budget increase will allow for the renovation of Hester Residence Hall. This residence hall has not been in use for over 10 years. The renovations will allow JDLH to accept additional students as well as add an additional resident advisor to the staff.

Facility Characteristics: There are three residence halls located on the campus of the SC Governor's School for Agriculture at John De La Howe. Hessie Morrah Residence Hall is 4,784 square feet and was constructed in 1967 (59 years old). Hester Residence Hall is 4,784 square feet and was constructed in 1967 (59 years old). Charleston Residence Hall is 4,551 square feet and was constructed in 1939 (87 years old). These facilities are used for student housing. Additionally, the residence halls may be used during the summer to host agriculture camps. Hessie Morrah and Charleston Residence halls are currently occupied with approximately 22 students. Hester Residence Hall will be occupied by 12 students and 1 resident advisor.

Financial Impact: This increase will be funded from Appropriated State (nonrecurring) Funds (uncommitted balance $600k at March 16, 2026). The project is expected to result in an increase of $15,000 (year 1) and $23,000 (years 2 thru 3) in annual operating expenditures.

Full Project Estimate: $1,489,209 funded by Appropriated State, Operating and Appropriated State (nonrecurring) Funds. The agency has confirmed with the contractor that they will hold the pricing from 2024 to complete the project. Contract execution is expected in August 2026 with construction completion in November 2026.

(xx) Project: JBRC Item 51: Department of Corrections
N04.9806: COA Renovate Office to Lab

Request: Establish Phase I Pre-Design Budget to renovate part of the Central Office Annex.

Included in CPIP: No – The agency intended to complete the construction in house and therefore the cost was not anticipated to rise to the level of qualifying as a PIP.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating				3,750	3,750
All Sources				3,750	3,750

Summary of Work: The project will upgrade the plumbing, electrical, and install any necessary interior finishes. The work will be completed by outside contractors.

Rationale: The current medical lab is housed in an old antiquated modular building. These renovations will allow the medical lab to be relocated to the Central Office Annex building.

Facility Characteristics: The Central Office Annex building is 22,155 square feet and was constructed in 1997 (29 years old). Approximately 3,020 square feet will be renovated. This space is currently used for storage and administrative staff. The administrative staff will relocate into other offices with partitions. The Central Office Annex building is a medical facility for the Department of Corrections. The medical lab processes all clinical samples for all correction institutions statewide. The lab has approximately 10 employees.

Financial Impact: The project will be funded from Appropriated State, Operating Funds (uncommitted balance $59.28 million at March 17, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $500,000 (internal) funded from Appropriated State, Operating Funds.

(yy) Project: JBRC Item 52: Department of Corrections
N04.9807: Statewide Paving 2026

Request: Establish Phase I Pre-Design Budget to complete road and parking lot re-paving and repairs at various correctional institutions.

Included in CPIP: No – The agency did not know if they had the funding to complete the project during the 2025 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating				75,000	75,000
All Sources				75,000	75,000

Summary of Work: The project will repave and repair entrance and perimeter roads, parking lots, and a loading dock access road at Evans Correctional, Allendale Correctional, Lieber Correctional, Broad River Correctional, Ridgeland Correctional, McCormick Correctional, Kirkland Correctional, and Support Services. The work will be completed by in-house supervisors and engineers, and outside contractors.

Rationale: The roads are in disrepair and continue to deteriorate and develop potholes. The condition of the roads has caused damage to vehicles used by officers, which as a result require repair.

Facility Characteristics: The correctional institutions impacted by this project include Evans, Allendale, Lieber, Broad River, Ridgeland, McCormick, and Kirkland. The perimeter roads and parking lot included in this project at Evans, Allendale, Lieber, Broad River, Ridgeland, and McCormick Perimeter roads are original to construction (30 to 40 years old). The parking lot at Kirkland is approximately 20 years old. The support service road is approximately 35 years old. Perimeter roads are used continuously 24 hours a day by a roving patrol to keep perimeter clear of escapes and contraband. The roads are also used for maintenance and farm vehicles. The support service road is used by approximately 400 vehicles a day for staff and tractor trailers to ship supplies to other institutions. Parking lots hold approximately 300 cars each.

Financial Impact: The project will be funded from Appropriated State, Operating Funds (uncommitted balance $59.28 million at March 17, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $5,000,000 (internal) funded from Appropriated State, Operating Funds.

(zz) Project: JBRC Item 53: Department of Corrections
N04.9808: Statewide Roof Replacement 2026

Request: Establish Phase I Pre-Design Budget to complete roof replacements on support buildings at various correctional institutions.

Included in CPIP: No – The agency did not know if they had the funding to complete the project during the 2025 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating				75,000	75,000
All Sources				75,000	75,000

Summary of Work: The project will replace roof assemblies, asphalt shingles and underlayment, insulation, vapor-barriers, gutters, trim and associated flashing materials at MacDougall Correctional, Manning Correctional, Evans Correctional, Broad River Correctional, and McCormick Correctional. Additionally, miscellaneous roof repairs will be completed at various other correctional institutions. The work will be completed by in-house supervisors and engineers, and outside contractors. All roofing material options will be evaluated during the Phase I process.

Rationale: The roofs have exceeded their useful life and need to be replaced.

Facility Characteristics: The correctional institutions impacted by this project include MacDougall, Manning, Evans, Broad River and McCormick. Roof replacement will be completed on a maintenance shop at MacDougall, an administration building at Manning, and cafeterias at Evans, Broad River, and McCormick. The roofs on these buildings are original to construction (35 to 37 years old). This project will affect most of the SCDC inmate population of approximately 16,000 inmates and 4,500 staff.

Financial Impact: The project will be funded from Appropriated State, Operating Funds (uncommitted balance $59.28 million at March 17, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $5,000,000 (internal) funded from Appropriated State, Operating Funds.

(aaa) Project: JBRC Item 54: Department of Corrections
N04.9809: Water & Wastewater Statewide Maintenance 2026

Request: Establish Phase I Pre-Design Budget to complete renovations and upgrades to water treatment facilities and wastewater systems at various correctional institutions.

Included in CPIP: No – The agency did not know if they had the funding to complete the project during the 2025 CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating				75,000	75,000
All Sources				75,000	75,000

Summary of Work: The project will complete renovations and equipment upgrades to water treatment facilities and wastewater systems at Turbeville Correctional, Perry Correctional, Wateree Correctional, Tyger River Correctional, Ridgeland Correctional, and Kershaw Correctional. The work includes replacement of bar screens and equipment. Additionally, miscellaneous repairs will be completed at various other correctional institutions. The work will be completed by in-house supervisors and engineers, and outside contractors.

Rationale: The project will keep system operations compliant with the Department of Environmental Services and local municipal permit requirements.

Facility Characteristics: The correctional institutions impacted by this project include Turbeville, Perry, Wateree, Tyger River, Ridgeland, and Kershaw. The systems are original to construction (35 to 40 years old). There are approximately 2,000 individuals per institution impacted by this project.

Financial Impact: The project will be funded from Appropriated State, Operating Funds (uncommitted balance $59.28 million at March 17, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $5,000,000 (internal) funded from Appropriated State, Operating Funds.

(bbb) Project: JBRC Item 55: Department of Corrections
N04.9796: Lee Engineering Room Upgrades

Request: Revise Scope and Establish Phase II Full Construction Budget to replace water heating units in 10 building mechanical rooms at Lee Correctional Institution.

Included in CPIP: Yes – 2025 CPIP Priority 7 of 9 in FY27 (estimated at $2,283,548).
Phase I Approval: June 2023 (estimated at $2,283,548) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Operating	30,679		30,679	3,305,000	3,335,679
All Sources	30,679		30,679	3,305,000	3,335,679

Summary of Work: The project was established to remove existing piping, boilers and pumps, replace water heaters, and all electrical wiring in 14 mechanical rooms at the Lee Correctional Institution. This revise scope request removes 4 of the building mechanical rooms. The work in those rooms was completed in-house.

Rationale: The heating units are not functioning properly due to age, leaking water from corroded pipes, pumps and heat systems. Existing systems are outdated, and parts are no longer available.

Facility Characteristics: Lee Correctional Institution is 505,194 square feet and was constructed in 1992 (34 years old) The 10 mechanical rooms are 150 square feet each, totaling 1,500 square feet. They are used to house the utilities for operation of the buildings at Lee Correctional Institution. There are 2 engineering rooms per dorm and approximately 300 inmates are housed in each dorm. The correctional institution houses approximately 3,000 inmates and has an average of 250 staff members.

Financial Impact: The project will be funded from Appropriated State, Operating Funds (uncommitted balance $59.28 million at March 17, 2026). The project is expected to result in a decrease of $2,500 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $3,335,679 funded from Appropriated State Operating Funds. The estimated cost to complete this project is higher than the 2025 CPIP submission and the Phase I estimate due to cost increases and the cost required to replace pumps versus repairing them. Contract execution is expected in July 2026 and completion of construction in July 2027.

(ccc) Project: JBRC Item 56: Department of Juvenile Justice
N12.9643: DJJ Kitchen and Laundry Building Replacements

Request: Establish Phase II Full Construction Budget to replace the kitchen and laundry facilities at the Midlands Evaluation and Development Center.

Included in CPIP: Yes – 2025 CPIP Priority 4 of 13 in FY26 (estimated at $6,500,000)
Phase I Approval: October 2025 (estimated at $6,500,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(51)(a), (Broad River Road Complex Renovations)	97,500		97,500	8,227,500	8,325,000
Appropriated State, Carryforward				95,956	95,956
All Sources	97,500		97,500	8,323,456	8,420,956

Summary of Work: The project will replace both facilities with a single building housing both functions. The new building will include a larger front office, kitchen preparation space, and include a loading dock. The roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: The current kitchen has become more difficult to maintain as it has aged. The underground utilities routed under the slab have deteriorated to the point where major disruptions to services are occurring with increasing regularity. Additionally, the design of the building leaves it susceptible to pipe bursts during the winter months. The current laundry facility no longer meets the agency's needs. The existing buildings will be demolished at a later date as part of a separate project.

Facility Characteristics: The existing cafeteria is 6,550 square feet and was constructed in 1970 (56 years old). The existing laundry is approximately 2,800 square feet and was constructed in 1940 (86 years old). The new facility to be constructed will be approximately 10,425 square feet. Both facilities support the juveniles housed at the agency's two secure facilities in the Columbia area, which together can hold 264 youth.

Financial Impact: This phase of the project will be funded from FY24 Appropriated State (nonrecurring) (uncommitted balance $8.23 million at March 24, 2026) and FY25 Appropriated State, Carryforward Funds (uncommitted balance $1.17 million at March 24, 2026). The project is expected to result in an increase of $35,000 (year 1) and $70,000 (years 2 thru 3) in annual operating expenditures.

Full Project Estimate: $8,420,956 funded from Appropriated State (nonrecurring) and Appropriated State, Operating Funds. The estimated cost to complete the project has increased from the 2025 CPIP and the Phase I estimate primarily due to the site that has been selected. This site will require more prep work and rerouting underground utilities that were not originally anticipated. Additionally, the previous estimate used a lower cost per square foot. Contract execution is expected in December 2026 and completion of construction in December 2028.

(ddd) Project: JBRC Item 57: Department of Juvenile Justice
N12.9638: Upgrade Evaluation Center Gatehouses

Request: Increase Phase II Full Construction Budget to construct new gatehouses at the Midlands, Upstate, and Coastal Evaluation Centers.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase II Approval: April 2025 (estimated at $3,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(51)(b), (Comprehensive Permanent Improvement Projects)	3,000,000		3,000,000		3,000,000
Other, Capital Expenditure Charge (FY26 Proviso 67.17)				1,000,000	1,000,000
All Sources	3,000,000		3,000,000	1,000,000	4,000,000

Summary of Work: The project will construct a new gatehouse at each evaluation center. The new roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty. The existing gatehouses will remain until further operational plans dictate otherwise.

Rationale: The increase will cover increased construction costs due to the square footage increasing from 600 square feet to 1,175 square feet each. The current gatehouses are of the same design and do not have sufficient room for the security screening equipment now in use, i.e., body scanners, package scanners, and magnetometers. Additionally, the current gatehouses do not have bathrooms which require constant adjustments by staff to accommodate bathroom breaks for the staff assigned to that post. This project will increase the safety and security of staff, juveniles and visitors by ensuring that everyone is screened properly before they enter the facility.

Facility Characteristics: The gatehouse at the Midlands Evaluation Center is 120 square feet and was constructed in 1996 (30 years old). The gatehouse at the Upstate Evaluation Center is 120 square feet and was constructed in 1997 (29 years old). The gatehouse at the Coastal Evaluation Center is 120 square feet and was constructed in 2002 (24 years old). The new gatehouses to be constructed will be 1,175 square feet each. All staff and visitors at each evaluation center pass through the gatehouses to enter the facility. Each evaluation center has approximately 70 staff that enter and exit the facility multiple times daily. The number of visitors, which include law enforcement, DJJ staff assigned to other locations, lawyers, family members of the juveniles, and others varies daily.

Financial Impact: This increase will be funded from Other, Capital Expenditure Charge (uncommitted balance $1.05 million at March 24, 2026. Revenue to this fund is received from local governments utilizing Department of Juvenile Justice detention centers to cover capital expenditures and investments in the facilities that house such juveniles. The project is expected to result in an increase of $10,575 (years 1 thru 3) in annual operating expenditures.

Full Project Estimate: $4,000,000 funded from Appropriated State (nonrecurring) and Capital Expenditure Charge Funds. For the Midlands Evaluation Center, contract execution is expected in April 2026 and completion of construction in August 2027. For the Upstate Evaluation Center, contract execution is expected in May

2026 and completion of construction in September 2027. For the Coastal Evaluation Center, contract execution is expected in August 2026 and completion of construction in December 2027.

(eee) Project: JBRC Item 58: Criminal Justice Academy
N20.9639: Renovate North and West Dorm Restrooms

Request: Increase Phase II Full Construction Budget to cover increased costs to complete dorm restroom renovations.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase II Approval: January 2023 (estimated at $1,240,553) (Admin.)

Phase II Increase Approval: October 2025 (estimated at $1,549,325) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(55)(a), (Dormitory Restrooms Renovation)	1,240,553		1,240,553		1,240,553
Other, Fines & Fees		308,772	308,772	136,391	445,163
All Sources	1,240,553	308,772	1,549,325	136,391	1,685,716

Summary of Work: The project will renovate forty-eight (48) restrooms at the Academy's North and West Dormitories. The work includes the replacement of ceramic tile floors and walls, doors and hardware, cabinetry, acoustic ceiling panels, and interior painting. The West Dormitory restroom renovation is complete.

Rationale: The additional funds are needed to cover extensive unforeseen asbestos removal costs and a change order to complete the North dorm. The dormitory restrooms have never been renovated and are in poor condition.

Facility Characteristics: The Academy is 131,400 square feet and was constructed in 1972 (54 years old). The North Dormitory restrooms total 14,643 square feet. The West Dormitory restrooms total 15,300 square feet. The restrooms are original to the building. The dormitories house law enforcement cadets while in training. Approximately 2,000 students, faculty, and staff utilize the facility annually.

Financial Impact: The increase will be funded from Other, Fines and Fees Funds (uncommitted balance $3.05 million at March 24, 2026). Revenue to this fund is derived from collected fines and fees by the court system and remitted to the agency by the Treasurer's office monthly. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $1,685,716 funded from Appropriated State (nonrecurring) and Fines and Fees Funds. Completion of construction is anticipated in November 2026.

(fff) Project: JBRC Item 59: Forestry Commission
P12.9611: Chelsea Plantation Project

Request: Revise Scope and Establish Final Land Acquisition to purchase +/- 2,684 acres and two buildings in Jasper County.

Included in CPIP: Yes – 2025 CPIP Priority 4 of 4 in FY26 (estimated at $32,000,000)
Phase I Approval: June 2025 (estimated at $32,120,000) (SFAA)
Revise Scope Approval: February 2026 (estimated at $32,120,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Timber Sales Revenue	120,000		120,000		120,000
Other, Forest Legacy Grant				23,400,000	23,400,000
All Sources	120,000		120,000	23,400,000	23,520,000

Rationale: The project was established to acquire +/- 2,724 acres and subsequently revised to acquire +/- 2,896 acres. This is a working forest tract that has been identified as priority for conserving working forest land. The property and surrounding area are in imminent danger of being lost to development. Acquisition of this property will provide protection to +/- 600 acres of saltwater marsh with 1.5 miles of marsh along Hazard Creek that empties into the Port Royal Sound. This property will also provide water for water protection for the adjacent Beaufort-Jasper Water and Sewer Authority facility and water canal. After acquisition, the property will be managed by the Forestry Commission for multiple use and sustain yield. Multiple use management includes enhancing timber production, fish and wildlife habitat, air and water quality, soil conservation, scenic beauty, scientific research, and recreational opportunities. Sustained yield means assuring that the renewable resources of the forest will always be available without impairing the productivity of the land. This revise scope request will remove an +/- 212 acre tract that will be acquired later in a separate project due to a delay in due diligence and funding.

Characteristics: The property is located near the community of Okatie. The property includes three buildings that are approximately 1,600 square feet each. One of the buildings will be demolished by the current owner before the property is acquired.

Financial Impact: The property is being offered by The Nature Conservancy for $23,400,000. The acquisition will be funded from Other, Forest Legacy Grant Funds (uncommitted balance $23.4 million at March 23, 2026). An appraisal completed in October 2025 valued the property at $23,870,000 with a conservation easement. Open Space Institute will hold the conservation easement on +/- 2,684 acres and it will become effective at closing for this property. A Phase I Environmental Site Assessment was completed in March 2025 and found no evidence of recognized environmental conditions in connection with the property. Home Inspections were completed for the 2 residential structures located on the property and found needed repairs. There are no renovations or construction planned at this time. Letters of support have been received from Jasper County Council and Jasper County School District authorizing the removal of the property from the tax rolls. Acquisition of the property is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $23,520,000 funded from Timber Sales Revenue and Forest Legacy Grant Funds.

Other: There is currently a lease in place for approximately 6 billboards on portions of the property to be acquired. The current lease term is anticipated to end in 2034. The Forestry Commission has coordinated and collaborated with the South Carolina

Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

(ggg) Project: JBRC Item 60: Department of Natural Resources
P24.6125: McCormick-Bordeaux Dove Field Workshop Replacement

Request: Establish Phase I Pre-Design Budget to demolish a workshop and construct a new workshop in McCormick County.

Included in CPIP: No – The project was not included in the 2025 CPIP submission in error.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Carryforward				9,155	9,155
All Sources				9,155	9,155

Summary of Work: The project will demolish a workshop and construct a new one in McCormick County. The new workshop will have an office area, a kitchenette, and a single toilet bathroom with an emergency use shower. Other features include a concrete apron situated outside the roll-up doors, a lean-to shed off the side of the building for additional equipment storage, a walk-in cooler for seed and specimen storage, and a 220v outlet for the welder. A septic system is required as public sewer is not available. A well and electrical service are already in place. All roofing material options will be evaluated during the Phase I process.

Rationale: The location of the existing workshop, which is at 1009 McIntosh Road outside McCormick on the Bordeau Wildlife Management Area (WMA) property, is the most suitable location to construct the replacement. The Bordeau WMA staff work out of this facility where all equipment is housed. During construction, equipment will be temporarily split across smaller sheds at McCalla WMA in Abbeville County and another WMA (with no assigned name) in the county. Staff will be mobile during this time. The Bordeau workshop is needed primarily for equipment storage, maintenance, and repairs. Staff complete mechanical work, and most equipment maintenance and repairs are performed in-house, thereby reducing downtime and cost to keep equipment operational. A modernized building with sufficient space will better facilitate field operations.

Facility Characteristics: The existing Bordeau workshop is 3,200 square feet and was constructed in 1955 (71 years old). The new workshop to be constructed will be 2,400 square feet. It will house the II.D.1. Regional Wildlife Operations for Region 1. It is utilized by agency staff assigned to this WMA on a regular basis.

Financial Impact: This phase of the project will be funded from FY25 Appropriated State, Carryforward Funds (uncommitted balance $509k at May 4, 2026). The project is expected to result in an increase of $100 (year 1) and $200 (years 2 thru 3) in annual operating expenditures.

Full Project Estimate: $610,300 (internal). Phase II will be funded from $110,300 in Appropriated State, Carryforward and $500,000 in Fish & Wildlife Protection Funds.

(hhh) Project: JBRC Item 61: Department of Natural Resources
P24.6145: Colleton – South Fenwick Island Dock Replacement

Request: Establish Phase I Pre-Design Budget to demolish the existing dock and construct a new dock on South Fenwick Island.

Included in CPIP: No – The need for this project was unknown during the CPIP submission process.

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, National Oceanic and Atmospheric Administration Grant				4,815	4,815
All Sources				4,815	4,815

Summary of Work: The project will demolish the existing dock and construct a new one.

Rationale: The existing dock is old and is reaching the end of its useful life. This has been compounded by Hurricane Helene in 2024 and by multiple king tide events in 2025. Due to rising sea levels, the dock has experienced over wash during spring high tides on average at least 3 times per year for the past 3 years. During high winds, tides, or storms, substantial debris from the marsh grass is deposited on the wood and causes boards to uplift and shift.

Facility Characteristics: The existing dock on South Fenwick Island is the only staff and publicly accessible dock on the island. It already existed when most of the island was acquired by the agency and ACE Basin NERR in 2016. Periodic repairs have been made after consecutive events that caused damage. The replacement dock to be constructed will be 1,300 square feet. South Fenwick Island is managed by 3 full-time and 1 part-time staff member. It is used by researchers, community members, campers, hunters, and students. Approximately 250 visitors come to the island to camp, fish, hunt, birdwatch, and learn annually.

Financial Impact: This phase of the project will be funded from Federal, National Oceanic and Atmospheric Administration Grant Funds (uncommitted balance $300,000 at March 22, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $321,000 (internal). Phase II will be funded from $300,000 in National Oceanic and Atmospheric Administration Grant and an in-kind match. The in-kind match comes from banked match from previously acquired reserve land.

(iii) Project: JBRC Item 62: Department of Natural Resources
P24.6119: Barnwell - Barnwell Hatchery Office Renovations

Request: Establish Phase II Full Construction Budget to renovate portions of an office building on the Barnwell State Fish Hatchery site.

Included in CPIP: Yes – 2025 CPIP Priority 16 of 18 in FY27 (estimated at $230,000)
Phase I Approval: December 2024 (estimated at $200,000) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Carryforward	3,000		3,000	264,375	267,375
All Sources	3,000		3,000	264,375	267,375

Summary of Work: The project will renovate office spaces, restroom, and kitchen/break room in the original wing of the Barnwell office. The work includes asbestos abatement, plumbing and electrical system upgrades, installation of data ports, replacing interior roof panels as part of the asbestos abatement and insulation, and restroom upgrades to comply with current ADA standards.

Rationale: The building has had irregular use since the hatchery was closed approximately 20 years ago. The existing electrical, plumbing, and other infrastructure is falling into disrepair and needs to be updated because the hatchery is being brought back into production status. The renovations will provide up-to-date office space for additional staff hired as part of that effort.

Facility Characteristics: The Barnwell Office Building is approximately 3,000 square feet and was constructed in 1947 (79 years old). The portion of the building to be renovated is approximately 887 square feet. The building has undergone minimal renovations since it was constructed. It will be utilized by the Barnwell Hatchery Program, Region 3 Freshwater Fisheries (lab), and Law Enforcement. Approximately 20 staff members will utilize the building daily.

Financial Impact: The project will be funded from FY25 Appropriated State, Carryforward Funds (uncommitted balance $509k at May 4, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $267,375 funded from Carryforward Funds. Contract execution is expected in September 2026 and completion of construction in March 2027.

(jjj) Project: JBRC Item 63: Department of Natural Resources
P24.6129: Marlboro – Lake Paul Wallace Dam Repair

Request: Change Source of Funds and Establish Phase II Full Construction Budget to repair and rebuild the dam in Bennettsville.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 60 in FY26 (estimated at $26,000,000)
Phase I Approval: August 2025 (estimated at $26,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY26 Appropriated State, Proviso 118.22 (B)(44)(e), (State Lakes – High Hazard Dams and Spillway Repair)				25,879,700	25,879,700
Other, Water Recreation Resource	1,000,000		1,000,000	(1,000,000)	
All Sources	1,000,000		1,000,000	24,879,700	25,879,700

Summary of Work: The project will completely redesign and rehabilitate the dam to comply with the current SC Dams and Reservoirs Safety Act standards. This will be an extensive design that will enable the dam to safely pass the Probable Maximum Flood event without failing. This will include improvements to the earthen dam embankment for seismic design criteria, new spillway structure with larger conveyance capacity, improvements to the separation dike, and downstream clearing.

Rationale: On May 6, 2024, the dam suffered internal erosion that caused a partial failure of the dam. Residents in the downstream communities of Shady Rest and Richardson Park were evacuated from their homes as a result of flooding from the dam failure. This dam is classified as a High Hazard Dam by the SC Department of Environmental Services (SCDES).

Facility Characteristics: The Lake Paul Wallace dam was constructed in 1959 (67 years old) and has been an asset to the City of Bennettsville and is adjacent to Marlboro County residents. Prior to the dam failure the City of Bennettsville used the upper end of Lake Wallace as a potable water supply source for the City's water system.

Financial Impact: This phase of the project will be funded from FY26 Appropriated State (nonrecurring) Funds (uncommitted balance $27.75 million at March 24, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $25,879,700 funded from FY26 Appropriated State (nonrecurring) Funds. Contract execution is expected in June 2026 and completion of construction in April 2028.

(kkk) Project: JBRC Item 64: Department of Natural Resources
P24.6141: Pickens - South Saluda River WMA Land Acquisition (Woods Tract)

Request: Establish Preliminary Land Acquisition for the purpose of investigating the acquisition of +/- 28 acres in Pickens County.

Included in CPIP: Yes – 2025 CPIP Priority 53 of 60 in FY26 (estimated at $30,000 for due diligence activities)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(44)(f), (Land Conservation)				1,302	1,302
FY24 Appropriated State, Proviso 118.19 (B)(37)(b), (Land Conservation Acquisition)				10,397	10,397
FY25 Appropriated State, Proviso 118.20 (B)(37)(c), (Habitat Protection and Land Conservation)				8,301	8,301
All Sources				20,000	20,000

Rationale: Acquisition of the property will allow for comprehensive land management, additional access to South Saluda WMA, additional river access for recreational trout fishing, including prescribed burning and invasive species control. If acquired, the property will be open to the public for outdoor recreational activities as part of the South Saluda Wildlife Management Area Program.

Characteristics: The property is contiguous to the current South Saluda WMA.

Financial Impact: The property is offered by Naturaland Trust for not more than appraised value, which is anticipated to be $400,000. The due diligence activities will be funded from FY23 Appropriated State (nonrecurring) (uncommitted balance $1.31k at March 23, 2026), FY24 Appropriated State (nonrecurring) (uncommitted balance $13.88 million at March 23, 2026), and FY25 Appropriated State (nonrecurring) (uncommitted balance $450k at March 23, 2026). If acquired, no construction or renovations will be completed on the property. The acquisition is expected to result in an increase of $15,000 (years 1 and 2) in annual operating expenditures.

Full Project Estimate: $420,000 (internal). The Final Land Acquisition will be funded from Appropriated State (nonrecurring) Funds.

Other: The South Carolina Department of Natural Resources has coordinated and collaborated with the South Carolina Conservation Bank to confirm the proposed conservation land acquisition of this property is an appropriate conservation purchase and it will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

(lll) Project: JBRC Item 67: Department of Natural Resources
P24.6112: Florence - Woodbury HP/WMA Land Acquisition (Snow's Island)

Request: Establish Final Land Acquisition to purchase +/- 5,181 acres in Florence County.

Included in CPIP: Yes – 2025 CPIP Priority 22 of 60 in FY26 (estimated at $10,020,000)
Phase I Approval: April 2025 (estimated at $10,020,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, USDA Forest Legacy Program				8,500,000	8,500,000
Federal, USFWS NAWCA Grant				1,500,000	1,500,000
Other, Heritage Land Trust	20,000		20,000		20,000
All Sources	20,000		20,000	10,000,000	10,020,000

Rationale: Snow's Island provides miles of river and creek frontage. This property abuts to the majority of the 66-mile Revolutionary Rivers Trail, a federally recognized water trail along the State's designated Scenic Lynches and Great Pee Dee rivers. Once acquired, the property will be established as a Heritage Preserve and placed in the agency's Wildlife Management Area Program. In addition to the outdoor recreation activities that will be available to the public, this property represents unique and significant natural and cultural resources.

Characteristics: This property is low lying and dominated by bottomland hardwood forest and floodplains associated with the Great Pee Dee River. It is comprised of several oxbow lakes and remnant stream channels that support a diversity of wildlife species.

Financial Impact: The property is offered by Open Space Institute Land Trust, Inc. for $10,000,000. The acquisition will be funded from Federal, USDA Forest Legacy Program (uncommitted balance $8.5 million at March 23, 2026) and Federal, USFWS North American Wetland Conservation Act Funds (uncommitted balance $1.5 million at March 23, 2026). The USDA Forest Legacy Grant funds were awarded to protect certain habitat specified in the grant application which includes Snow's Island. The USFWS North American Wetland Conservation Act funds were awarded based on adherence to protecting wetlands and meeting other habitat criteria as specified in the grant application. An appraisal completed in March 2026 valued the property at $15,545,000. A Phase I Environmental Site Assessment was completed in March 2026 and found no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment is not required because there are no buildings located on the property. Letters of support are not required authorizing the removal of the property from the tax rolls because the property is owned by a non-profit entity. Once acquired, no construction will be completed on the property. The project is expected to result in an increase of $10,000 (year 1), and $5,000 (years 2 thru 3) in annual operating expenditures.

Full Project Estimate: $10,020,000 funded from USDA Forest Legacy Program, USFWS NAWCA Grant, and Heritage Land Trust Funds.

Other: The South Carolina Department of Natural Resources has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

(mmm) Project: JBRC Item 68: Department of Parks, Recreation & Tourism
P28.9778: Venues at Arsenal Hill Improvements

Request: Increase Phase II Full Construction Budget to complete the renovation of Caldwell Boyleston House.

Included in CPIP: Yes - 2025 CPIP Priority 1 of 33 in FY26 (estimated at $20,000,000)
Phase I Approval: October 2019 (estimated at $8,350,000) (SFAA)
Phase II & Change Project Name Approval: April 2022 (estimated at $10,375,000) (SFAA)
Phase II Increase Approval: October 2024 (estimated at $14,375,000) (SFAA)
Phase II Increase Approval: October 2025 (estimated at $16,375,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State, Carryforward	250,000		250,000		250,000
FY22 Appropriated State, Proviso 118.18 (41)(d), (Venues at Arsenal Hill)		8,350,000	8,350,000		8,350,000
FY25 Appropriated State, Proviso 118.20 (38)(a), (Agency Property Development)		3,000,000	3,000,000		3,000,000
FY25 Appropriated State, Proviso 118.20 (38(o), (Venues at Arsenal Hill Project)		1,000,000	1,000,000		1,000,000
FY26 Appropriated State, Proviso 118.22 (45)(a), (Agency Property Development)				6,000,000	6,000,000
Other, Park Revenue		3,544,848	3,544,848		3,544,848
Other, Department of Administration Depreciation Reserve		230,152	230,152		230,152
All Sources	250,000	16,125,000	16,375,000	6,000,000	22,375,000

Summary of Work: The project was established to complete renovations at the various venues located on the property. Renovations completed at the Lace House include a new HVAC, interior and emergency lighting repairs, electrical and other utility repairs, a new catering kitchen and elevator, ADA access improvement, office space improvements, interior and exterior wall, siding, and rot/decay repairs, window and ceiling repairs, security system expansion, and patio repairs. Renovations completed at the Carriage House include a new HVAC, interior and emergency lighting repairs, electrical and sprinkler repairs and additions, a new catering kitchen, ADA access improvements, roof replacement, foundation, structural, and brick repairs and upgrades, additional water fountain and office space, repair and refinish flooring, doors, and roof, and interior and exterior wall, siding repairs. The completed Garden renovations include landscaping, irrigation and pathway replacement, refurbish the arbor, gazebo, and tea house, and add infrastructure and lighting for hosting events. Completed renovations at the Mansion Mall include landscaping and irrigation replacement, fountain sealing and improvements, plaza

resurfacing, and adding infrastructure and lighting for hosting events. Completed renovations at the Service Area include repairing drainage and utilities, adding infrastructure and lighting for hosting events, improving parking, sidewalks and driveways, enlarging gates for two-way traffic, adding a plaza for guest use, adding a dumpster area with screening, adding an additional facility with an ADA restroom, commercial kitchen, and storage, and a new garden maintenance building. This increase will complete renovations at the Caldwell Boyleston House to include a new HVAC, interior and emergency lighting repairs, electrical and other utility repairs, a new catering kitchen and elevator, ADA access improvement, roof replacement, office space improvements, and interior and exterior wall, siding, and rot/decay repairs. The roof systems have been evaluated by the Department of Administration, have been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: This increase will allow the completion of the renovation of The Caldwell Boyleston House. It has been central to the overall project. The project will stabilize and repair historic facilities, providing better access, improved safety, and improved visitors' experience.

Facility Characteristics: The Caldwell Boylston House is 7,070 square feet and was constructed in 1830 (196 years old). The Lace House is 10,520 square feet and was constructed in 1830 (196 years old). The Carriage House is 1,500 square feet and was constructed in 1854 (172 years old). The Gardens are approximately 100,000 square feet and were constructed between 1835 (191 years old) and 1963 (63 years old). The Mansion Mall is approximately 42,000 square feet and was constructed in 1986 (40 years old). The Service Area is approximately 45,000 square feet and was constructed between 1910 (116 years old) and 1986 (40 years old). The property receives 100,000 visitors per year.

Financial Impact: This increase will be funded from FY26 Appropriated State (nonrecurring) Funds (uncommitted balance $15 million at March 9, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $22,375,000 funded from Appropriated State Carryforward, Appropriated State (nonrecurring), Park Revenue, and Department of Administration Depreciation Reserve Funds. The renovations for the Lace House, Carriage House, and the Northwest Events Garden have been completed. Completion of construction for the Boyleston Gardens is expected in October 2026. Contract execution for the Caldwell Boyleston House is expected in July 2026 and completion of construction in February 2027.

(nnn) Project: JBRC Item 69: Department of Parks, Recreation, and Tourism
P28.9798: Fair Play Welcome Center Rebuild and Beautification

Request: Increase Phase II Full Construction Budget to construct a new Welcome Center.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase I Approval: September 2021 (estimated at $6,500,000) (SFAA)

Phase II Approval: August 2023 (estimated at $8,529,513) (Admin.)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY20 Capital Reserve (2), (State Parks Deferred Maintenance)	97,500	2,402,500	2,500,000		2,500,000
FY22 Appropriated State, Proviso 118.19 (B)(41)(f), (Fair Play Welcome Center Rebuild and Beautification)		4,000,000	4,000,000		4,000,000
FY22 Appropriated State, Proviso 118.19 (B)(41)(g), (Fair Play Welcome Center Rebuild and Beautification)		2,029,513	2,029,513	885,000	2,914,513
All Sources	97,500	8,432,013	8,529,513	885,000	9,414,513

Summary of Work: This project will demolish the outdated facility and construct a new, more energy efficient Welcome Center at the site. The new Center will include high performing glazing and thermal insulation that exceeds minimum building code requirements. Energy efficient LED lighting is planned for all spaces. HVAC systems will meet ASHRE requirements for ventilation and indoor air quality, as well as efficiency requirements prescribed by the Energy Code. The roof system to be installed has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: This increase will add contingency funds to the project. Construction is currently underway, and the project has faced a series of budget challenges such as increased costs associated with asphalt demolition, abandoned storm sewer and infrastructure, water tie-in to the new Center, retaining wall guard rail, and additional inspections associated with these items. Further, the project estimates an additional cost associated with the removal of trees and the shoreline management required by the US Army Corps of Engineers related to enhancing the site view of the new Center.

Facility Characteristics: The Welcome Center that was demolished was 8,200 square feet and was constructed in 1969 (57 years old). The new Center will be 9,602 square feet. The Center will house the Welcome Center Program, providing visitor services and marketing tourism opportunities and venues throughout the state. Additionally, the Center will provide expanded restroom facilities to improve visitor experience. It receives about 700,000 visitors per year.

Financial Impact: This increase will be funded from FY22 Appropriated State (nonrecurring) Funds (uncommitted balance $4.09 million at March 12, 2026). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: $9,414,513 funded from FY20 Capital Reserve and FY22 Appropriated State (nonrecurring) Funds. Completion of construction is expected in December 2026.

(ooo) Project: JBRC Item 74: Department of Parks, Recreation & Tourism
P28.9861: Property Acquisition – Waites – Rebecca (Becky) Work

Request: Increase Final Land Acquisition to purchase +/- 114.93 acres in Horry County.

Included in CPIP: No – The need for the increase was unknown during the 2025 CPIP submission process.

Phase I Approval: October 2024 (estimated at $8,020,000) (SFAA)

Phase II Approval: June 2025 (estimated at $1,020,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY24 Appropriated State, Proviso 118.19 (B)(38)(a), (Additional Park Property Acquisitions)	20,000		20,000		20,000
Other, SCCB, (National Coastal Wetland Conservation Grant Program)		1,000,000	1,000,000		1,000,000
Other, Ducks Unlimited, (North American Wetland Conservation Act Grant)				1,000,000	1,000,000
All Sources	20,000	1,000,000	1,020,000	1,000,000	2,020,000

Rationale: Subsequent to the final land acquisition approval, state partners learned in August 2025 that Ducks Unlimited $1 million US Fish & Wildlife Services' North American Wetland Conservation Act application was approved. This increase is needed to reimburse more of the original grant back to the SC Office of Resilience, thus reducing the overall state investment. The location of this tract in proximity to the causeway to the island makes it a keystone tract to acquire in the Waites Island assemblage. The undeveloped areas of Little River Neck and Waites Island have long been a conservation priority for the state. Acquisition of this property will protect some fragile and threatened habitats while lessening the impacts of storm events and other coastal threats.

Characteristics: The property is three distinct parcels totaling +/- 114.93 acres. This property is undeveloped.

Financial Impact: The property was sold by Rebecca (Becky) Work to Open Space Institute for $8,000,000 in November 2024. Open Space Institute is offering the property for $2,000,000. The acquisition will be funded from Other, National Coastal Wetland Conservation Grant Program funds awarded to the SC Conservation Bank (uncommitted balance $1 million at March 13, 2026) and Other, North American Wetland Conservation Act Grant Funds awarded to Ducks Unlimited (uncommitted balance $1 million at March 13, 2026). The project is not expected to result in any change in annual operating expenditures. An appraisal was completed in June 2024 and valued the property at $19,320,000. A Phase I Environmental Site Assessment was completed in June 2024 and found no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment is not required because there are no buildings located on the property. Letters of support have been received from Horry County and Horry County School District.

Full Project Estimate: $2,020,000 funded from Appropriated State (nonrecurring), National Coastal Wetland Conservation Grant Program, and North American Wetland Conservation Act Grant Funds.

Other: The South Carolina Department of Parks, Recreation & Tourism has coordinated and collaborated with the South Carolina Conservation Bank to confirm that the proposed conservation land acquisition of this property is an appropriate conservation purchase and will maximize the most cost-effective use of funds appropriated or authorized by the General Assembly in the proposed purchase.

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4. What is the Authority asked to do? Consider approval of the Permanent Improvement Projects

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5. What is recommendation of the submitting agency involved? The items are complete and ready for SFAA review.

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6. Private Participant Disclosure – Check only one:

☐ No private participants will be known at the time the Authority considers this agenda item.

☒ A Private Participant Disclosure form has been attached for each private participant. As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

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7. Recommendation of other office (as required)?

(a) Authorized Signature: _____

(b) Office Name:

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8. List of Supporting Documents:

1. Permanent Improvement Project Backup Documentation

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9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop. Supporting documentation should include all related agreements or approval requests (e.g., leases, contracts, permanent improvements, indebtedness, agenda items), either current or anticipated; or provide affirmation from the submitting agency that there are no related transactions.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: College of Charleston – 24 North Market Street Land Acquisition &
24 North Market Street (related demolition and construction project)

The Authority is asked to approve the following permanent improvement project establishment requests and budget revisions as requested by the Department of Administration, Facilities Management and Property Services as noted herein. All items were reviewed favorably by the Joint Bond Review Committee
(JBRC).

1. Project: College of Charleston
H15.9691: 24 North Market Street Land Acquisition

Request: Establish Final Land Acquisition to purchase a building and +/- 0.67 acres in Charleston County.

Included in CPIP: Yes – 2025 CPIP Priority 28 of 28 in FY26 (estimated at $30,000,000 for this component and others – this component estimated at $11,500,000)

Phase I Approval: December 2025 (estimated at $11,520,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement Project	20,000		20,000	230,000	250,000
Other, Donation				11,500,000	11,500,000
All Sources	20,000		20,000	11,730,000	11,750,000

Rationale: The College is seeking a location to build a new School of Business building. The School of Business is growing, and the current building can no longer accommodate the program. Once a new building is complete, the old School of Business building will be repurposed for use by other programs.

Characteristics: The property is located on the corner of North Market and East Bay streets. Between 1906 and 1910, a 7,600 square foot building was constructed on the north side of the property and protected by a preservation easement in 1985 (41 years ago). A 35,937 square foot addition was constructed in 1985 (41 years ago), and a 16,800 square foot addition was constructed in 1986 (40 years ago), bringing the total square footage up to 60,337.

Financial Impact: The property is offered by 24 N. Market, LLC for $11,500,000. The acquisition will be funded from Other, Capital Improvement Project (uncommitted balance $12.99 million at March 1, 2026) and a Private Donation (commitment letter received March 26, 2026 from the College of Charleston Foundation for a $11.5 million private donation to be received). Revenue to the Capital Improvement Project fund is generated by the Capital Improvement Fee that exceeds current annual debt service related to bonds. After acquisition, the 52,737 square foot additions to the original building will be demolished and a new School of Business building will be

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: College of Charleston – 24 North Market Street Land Acquisition & 24 North Market Street (related demolition and construction project)

constructed as part of a separate project (H15-9693), for a total estimated cost of $100,000,000. An appraisal completed in December 2025 valued the property at $11,554,000. The appraisal noted that there is a Voluntary Clean-up Contract (VCC) in place, and the conclusion assumes that the owner has adhered to the terms of the VCC. A Phase I Environmental Site Assessment completed in July 2025 found the potential of undocumented releases and associated vapor intrusion risk, potential soil and groundwater contamination, and potential undocumented releases migrating to the site, which constitutes a recognized environmental condition. As a result, a Phase II assessment was recommended. A memo provided by SCS Engineers, who completed the Phase I Environmental Assessment indicated that approximately 75% of the proposed VCC assessment/sampling could be completed in accessible areas, while the remaining 25% cannot be completed until the building additions have been demolished. The 75% Phase II Assessment was completed in April 2026 and found the primary contaminants of concern in the soil and groundwater are metals and polycyclic aromatic hydrocarbons, which are common contaminants found in urban port settings like this property. The assessment did not reveal widespread contamination. However, the scope of the assessment and subsurface surveys was restricted by the presence of the existing building, which may have limited the ability to fully characterize subsurface conditions. The assessment advised that ground penetrating radar be conducted after the building is demolished to investigate the potential presence of underground storage tanks, and should they be discovered, additional assessment and regulatory closure procedures may be required. A Building Condition Assessment was completed in February 2026 for the original historic structure and noted repairs that should be completed. Letters of support have been received from the City of Charleston and Charleston County Council authorizing the removal of the property from the tax rolls. The Charleston County School Board has declined the College's request to provide a letter of support authorizing the removal of the property from the tax rolls. The project is expected to result in an increase of $201,876 (year 1), $207,932 (year 2), and $214,170 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $906 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026. Currently pledged for debt service is $622 of the $906. The remainder of the fee, $284, funds ongoing capital projects and maintenance.

Full Project Estimate: $11,750,000 funded from Capital Improvement Project and Private Donation Funds. The additional $230,000 being added in this request will be utilized to cover assessments and closing costs.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: College of Charleston – 24 North Market Street Land Acquisition & 24 North Market Street (related demolition and construction project)

2. Project: College of Charleston
H15.9693: 24 North Market Street

Request: Establish Phase I Pre-Design Budget to demolish the additions to the original building and to construct a new School of Business.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 7 in FY27 (estimated at $100,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY23 Appropriated State, Proviso 118.19 (B)(13), (Maintenance, Renovation, Replacement and Expansion)				5,000,000	5,000,000
All Sources				5,000,000	5,000,000

Summary of Work: Project H15-9691 is acquiring the property, and this project will demolish the 35,937 square foot and 16,800 square foot additions to the original 7,600 square foot historical building located on the property and construct a new School of Business. Due to findings in the Phase I Environmental Site Assessment, a Phase II Environmental Site Assessment was required and partially completed, but not all areas could be accessed until after demolition of the additions. As such, once demolition is complete, a comprehensive environmental assessment will be completed in the area where the structures were located and previously inaccessible to address all recognized environmental conditions prior to redevelopment, after which all cleanup will be completed as part of this project, currently estimated to cost $465,000. Once cleanup is complete and approval is received from the Departmental of Environmental Services, a new building will be constructed, and the original building will be renovated. The expanded building will include instructional spaces, faculty and academic departments, student services, research centers, the Dean's Office, and public spaces, including a roof terrace. All roofing material options will be evaluated during the Phase I process. The renovated and expanded building will be designed to meet Two Green Globes certification standards.

Rationale: The School of Business is currently located in the Beatty Building and is spilling into the JC Long Building. These buildings do not have room for expansion of the program. Once the School of Business is relocated to the new building, the School of World Languages and Culture Department, which is currently spread around campus, will be relocated to the JC Long Building. Additionally, the College currently leases Harbor Walk East and West with the Schools of Engineering, Mathematics, and Computer Science. A long-term goal is to discontinue leasing property and to relocate these programs to the Beatty Building.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: College of Charleston – 24 North Market Street Land Acquisition & 24 North Market Street (related demolition and construction project)

Facility Characteristics: The new School of Business Building to be constructed will be an 80,000 square foot addition to the original 7,600 square foot historic structure. The building will house the undergraduate and graduate School of Business programs. Currently, the School of Business serves 3,542 undergraduates and 88 graduate students and employs over 120 faculty and staff.

Financial Impact: This phase of the project will be funded from FY23 Appropriated State (nonrecurring) Funds (uncommitted balance $5.3 million at March 1, 2026). The project is expected to result in an increase of $201,876 (year 1), $207,932 (year 2), and $214,170 (year 3) in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $906 per student per semester, and has not changed between academic years 2021-2022 and 2025-2026. Currently pledged for debt service is $622 of the $906. The remainder of the fee, $284, funds ongoing capital projects and maintenance.

Full Project Estimate: $100,000,000 (internal). Phase II will be funded from $531,944 in Excess Debt Service, $5,302,172 in FY23 Appropriated State (nonrecurring), $3,000,000 in FY25 Appropriated State (nonrecurring), $5,000,000 in Appropriated State (nonrecurring) being requested in the FY26-27 budget request process, $10,000,000 in FY23 Capital Reserve, $9,000,000 in FY24 Capital Reserve, $7,000,000 in FY25 Capital Reserve, $50,165,884 in College Fees, and $10,000,000 in Gift Funds. The Phase I amount requested is 5% of the estimated cost to complete the project and the additional amount will be used to cover the Construction Manager at Risk procurement method, as well as consultants for resource management, mechanical commissioning, building envelope integrity, and potential environmental cleanup. This will include hazmat testing and abatement of the buildings being demolished, land surveys, geotechnical investigations, enhanced schematic design for more accurate cost estimates, and demolition planning. Additionally, City Board of Architectural Review approvals, rezoning for additional floors, and a multi-step 0114
review process by the City's Technical Review Committee is also needed.

AUTHORITY ACTION REQUESTED:

As requested by the College of Charleston, through the Department of Administration, Facilities Management and Property Services, approve the Permanent Improvement Project Final Land Acquisition and Establish Phase I request.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/16/2026 **Regular Agenda**

1. Submitted by:
(a) Agency: Department of Administration
(b) Authorized Official Signature: Ashlie Lancaster, FMPS Director

2. Subject: College of Charleston – 24 North Market Street Land Acquisition &
24 North Market Street (related demolition and construction project)

3. Summary Background Information:

1. Project: College of Charleston
H15.9691: 24 North Market Street Land Acquisition

Request: Establish Final Land Acquisition to purchase a building and +/- 0.67 acres in Charleston County.

Included in CPIP: Yes – 2025 CPIP Priority 28 of 28 in FY26 (estimated at $30,000,000 for this component and others – this component estimated at $11,500,000)

Phase I Approval: December 2025 (estimated at $11,520,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement Project	20,000		20,000	230,000	250,000
Other, Donation				11,500,000	11,500,000
All Sources	20,000		20,000	11,730,000	11,750,000

Rationale: The College is seeking a location to build a new School of Business building. The School of Business is growing, and the current building can no longer accommodate the program. Once a new building is complete, the old School of Business building will be repurposed for use by other programs.

Characteristics: The property is located on the corner of North Market and East Bay streets. Between 1906 and 1910, a 7,600 square foot building was constructed on the north side of the property and protected by a preservation easement in 1985 (41 years ago). A 35,937 square foot addition was constructed in 1985 (41 years ago), and a 16,800 square foot addition was constructed in 1986 (40 years ago), bringing the total square footage up to 60,337.

Financial Impact: The property is offered by 24 N. Market, LLC for $11,500,000. The acquisition will be funded from Other, Capital Improvement Project (uncommitted balance $12.99 million at March 1, 2026) and a Private Donation (commitment letter received March 26, 2026 from the College of Charleston Foundation for a $11.5 million private donation to be received). Revenue to the Capital Improvement Project fund is generated by the Capital Improvement Fee that exceeds current annual debt service related to bonds. After acquisition, the 52,737 square foot additions to the original building will be demolished and a new School of Business building will be constructed as part of a separate project (H15-9693), for a total estimated cost of $100,000,000. An appraisal completed in December 2025 valued

the property at $11,554,000. The appraisal noted that there is a Voluntary Clean-up Contract (VCC) in place, and the conclusion assumes that the owner has adhered to the terms of the VCC. A Phase I Environmental Site Assessment completed in July 2025 found the potential of undocumented releases and associated vapor intrusion risk, potential soil and groundwater contamination, and potential undocumented releases migrating to the site, which constitutes a recognized environmental condition. As a result, a Phase II assessment was recommended. A memo provided by SCS Engineers, who completed the Phase I Environmental Assessment indicated that approximately 75% of the proposed VCC assessment/sampling could be completed in accessible areas, while the remaining 25% cannot be completed until the building additions have been demolished. The 75% Phase II Assessment was completed in April 2026 and found the primary contaminants of concern in the soil and groundwater are metals and polycyclic aromatic hydrocarbons, which are common contaminants found in urban port settings like this property. The assessment did not reveal widespread contamination. However, the scope of the assessment and subsurface surveys was restricted by the presence of the existing building, which may have limited the ability to fully characterize subsurface conditions. The assessment advised that ground penetrating radar be conducted after the building is demolished to investigate the potential presence of underground storage tanks, and should they be discovered, additional assessment and regulatory closure procedures may be required. A Building Condition Assessment was completed in February 2026 for the original historic structure and noted repairs that should be completed. Letters of support have been received from the City of Charleston and Charleston County Council authorizing the removal of the property from the tax rolls. The Charleston County School Board has declined the College's request to provide a letter of support authorizing the removal of the property from the tax rolls. The project is expected to result in an increase of $201,876 (year 1), $207,932 (year 2), and $214,170 (year 3), in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently $906 per student per semester, and has not changed between academic years 2021-2022 to 2025-2026. Currently pledged for debt service is $622 of the $906. The remainder of the fee, $284, funds ongoing capital projects and maintenance.

Full Project Estimate: $11,750,000 funded from Capital Improvement Project and Private Donation Funds. The additional $230,000 being added in this request will be utilized to cover assessments and closing costs.

2. Project: College of Charleston
H15.9693: 24 North Market Street

Request: Establish Phase I Pre-Design Budget to demolish the additions to the original building and to construct a new School of Business.

Included in CPIP: Yes – 2025 CPIP Priority 1 of 7 in FY27 (estimated at $100,000,000)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
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4. What is the Authority asked to do? Consider approval of the Permanent Improvement Project Final Land Acquisition and Establish Phase I request.

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5. What is recommendation of the submitting agency involved? These items are complete and ready for SFAA review.

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6. Private Participant Disclosure – Check only one:

☐ No private participants will be known at the time the Authority considers this agenda item.

☒ A Private Participant Disclosure form has been attached for each private participant. As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

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7. Recommendation of other office (as required)?

(a) Authorized Signature: _____

(b) Office Name:

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8. List of Supporting Documents:

1. Permanent Improvement 24 North Market Street Land Acquisition
2. Permanent Improvement 24 North Market Street

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9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop. Supporting documentation should include all related agreements or approval requests (e.g., leases, contracts, permanent improvements, indebtedness, agenda items), either current or anticipated; or provide affirmation from the submitting agency that there are no related transactions.

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 16, 2026 ITEM NUMBER 4

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Easements

The Department of Administration requests approval of the following easement in accordance with SC Code of Laws:

(a)

County Location:	Richland
From:	University of South Carolina (#1249)
To:	Dominion Energy South Carolina, Inc. (DESC)
Consideration:	$1.00
Administrative Fee:	$761.79
Description/Purpose:	To grant a 0.668± acre non-exclusive easement to install, construct, maintain, operate, replace and alter transmission lines, poles and associated facilities on property of the University of South Carolina (USC) TMS R11502-03-03, R11502-03-04, R11502-03-07, R11502-03-08 and R11502-03-09. The easement is necessary to construct a 23kV electric distribution underground duct bank and replace pad-mounted transformers and associated electric equipment to serve the new School of Medicine Building and USC Health Services Campus in the Bull Street District. The term of the easement will be fifty (50) years. As the easement is being sought by USC to benefit its Health Sciences Campus, USC has requested that the easement be granted for nominal consideration. USC has determined that, in accordance with the requirement of the statute §10-1-130, the easement does not materially impair the utility of the property or damage it. There are no exceptions requested with regard to the 2022 easement policy.

AUTHORITY ACTION REQUESTED:

Approve the referenced easement, as recommended by the Department of Administration, Facilities Management and Property Services.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/16/2026 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: Department of Administration
   (b) Authorized Official Signature: Ashlie Lancaster
   Ashlie Lancaster, Director

2. **Subject:** Easements

3. **Summary and Background Information:**

(a)	County Location:	Richland
	From:	University of South Carolina (#1249)
	To:	Dominion Energy South Carolina, Inc. (DESC)
	Consideration:	$1.00
	Administrative Fee:	$761.79
	Description/Purpose:	To grant a 0.668± acre non-exclusive easement to install, construct, maintain, operate, replace and alter transmission lines, poles and associated facilities on property of the University of South Carolina (USC) TMS R11502-03-03, R11502-03-04, R11502-03-07, R11502-03-08 and R11502-03-09. The easement is necessary to construct a 23kV electric distribution underground duct bank and replace pad-mounted transformers and associated electric equipment to serve the new School of Medicine Building and USC Health Services Campus in the Bull Street District. The term of the easement will be fifty (50) years. As the easement is being sought by USC to benefit its Health Sciences Campus, USC has requested that the easement be granted for nominal consideration. USC has determined that, in accordance with the requirement of the statute §10-1-130, the easement does not materially impair the utility of the property or damage it. There are no exceptions requested with regard to the 2022 easement policy.

4. **What is the Authority asked to do?** Approve the referenced easement.

5. **What is recommendation of the submitting agency involved?** Approve the referenced easement.

6. **Private Participant Disclosure – Check only one:**
   ☒ No private participants will be known at the time the Authority considers this agenda item.
   ☐ A Private Participant Disclosure form has been attached for each private participant. As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

7. **Recommendation of other office (as required)?**
   (a) Authorized Signature: _____
   (b) Office Name:

8. List of Supporting Documents:

(a) SC Code of Laws Sections 1-11-100 and 10-1-130
(b) Exhibits (letters, plats, maps, etc.)
    a. Letter re: University of South Carolina (USC)
    b. Letter re: Dominion Energy South Carolina, Inc. (DESC)
    c. DESC Utility Easement Plat

9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop. Supporting documentation should include all related agreements or approval requests (e.g., leases, contracts, permanent improvements, indebtedness, agenda items), either current or anticipated; or provide affirmation from the submitting agency that there are no related transactions.

SOUTH CAROLINA CODE OF LAWS

SECTION 1-11-100. Execution of instruments conveying rights of way or easements over marshlands or vacant lands.

Deeds or other instruments conveying such rights of way or easements over such marshlands or vacant lands as are owned by the State shall be executed by the Governor in the name of the State, when authorized by the Department of Administration, upon approval of the State Fiscal Accountability Authority, and when duly approved by the office of the Attorney General; deeds or other instruments conveying such easements over property in the name of or under the control of State agencies, institutions, commissions or other bodies shall be executed by the majority of the governing body thereof, shall name both the State of South Carolina and the institution, agency, commission or governing body as grantors, and shall show the written approval of the Director of the Department of Administration and the State Fiscal Accountability Authority.

HISTORY: 1962 Code Section 1-357.3; 1963 (53) 177; 2014 Act No. 121 (S.22), Pt V, Section 7.C, eff July 1, 2015.

Effect of Amendment

2014 Act No. 121, Section 7.C, substituted "authorized by the Department of Administration, upon approval of the State Fiscal Accountability Authority," for "authorized by resolution of the Budget and Control Board, duly recorded in the minutes and records of such Board" and substituted "written approval of the Director of the Department of Administration and the State Fiscal Accountability Authority" for "written approval of the majority of the members of the State Budget and Control Board".

SECTION 10-1-130. Grant of easements and rights of way.

The trustees or governing bodies of state institutions and agencies may grant easements and rights of way over any property under their control, upon the recommendation of the Department of Administration and approval of the State Fiscal Accountability Authority, whenever it appears that such easements do not materially impair the utility of the property or damage it and, when a consideration is paid therefor, any amounts must be placed in the State Treasury to the credit of the institution or agency having control of the property involved.

HISTORY: 1962 Code Section 1-49.3; 1963 (53) 177; 2014 Act No. 121 (S.22), Pt V, Section 7.K, eff July 1, 2015.

Effect of Amendment

2014 Act No. 121, Section 7.K, rewrote the section, substituting the Department of Administration and the State Fiscal Accountability Authority for the State Budget and Control Board.

UNIVERSITY OF
South Carolina

Facilities Planning Design and Construction

April 22, 2026

Linda M. Gordon
Real Property Services
Division of Facilities Management and Property Services
The South Carolina Department of Administration
1200 Senate Street, Room 612
Columbia, SC 29201

Re: Requested easement on state property owned and occupied by the University of South Carolina

Dear Ms. Gordon,

The university respectfully requests your attention in a matter that requires the conveyance of an easement on state/university property to Dominion Energy South Carolina, Inc for new on-site electrical infrastructure. The need for the easement is a result of the School of Medicine at the Health Sciences Campus. The University of South Carolina Board of Trustees approved this easement at their June 20, 2025, meeting, and the request is now coming to your office in accordance with normal state procedures.

The proposed easement for Dominion will follow the underground routing of critical electrical infrastructure that is being installed specifically and solely to serve the new School of Medicine at the Health Sciences Campus in the Bull Street District. As reflected on the site plan, the infrastructure extends to the primary facilities with provisions for future expansion on university property. Due to the critical nature of the School of Medicine's operations, the facility requires redundant electrical service from two independent sources. This redundancy will be provided, operated, and maintained by Dominion. The easement does not materially impair the utility of the property nor damage it. Since the proposed easement will only serve university facilities at Health Sciences Campus, we recommend that the easement be granted for nominal consideration. Dominion believes this request is routine and the information they have provided is consistent with other easements previously requested to occur on state property.

An easement is the appropriate legal instrument in this case due to the permanent nature of the infrastructure and the need to ensure long-term operational stability and protection of university facilities. A license would be insufficient because it is revocable, does not ensure long-term security, and does not provide the level of control required for essential utility infrastructure. Likewise, a lease is not appropriate, as leases are generally intended for occupancy or possessory interest and typically involve recurring payments, rather than accommodating permanent underground utility installations. The term of the easement will be fifty (50) years.

DIGITAL DOCUMENT

Please do not hesitate to contact my office if I can resolve any questions regarding this matter. We appreciate your consideration and look forward to receiving SFAA approval of these easements.

With kind regards,

Derek Gruner
University Architect
Facilities Planning Design and Construction
1300 Pickens Street
Columbia SC, 29208

Cc: Ed Walton
Terry Parham
Joe Sobieralski
Craig Parks
Chuck Rhoden

Attach: Dominion Site Plans (six copies)
City Site Plans (six copies of four sheets)
Proposed Dominion Easement Document
Proposed City Easement Document

Dominion Energy

April 14, 2026

Attn:
Real Property Services, Department of Administration State of South Carolina

Re: USC - Dominion Easement Request at USC Health Services Campus
Justification for Sections 10(e) & (f) of the Easement Application

This letter serves as justification for the requested easement, explaining what alternatives (e.g., lease or license) were considered and why those alternatives were deemed insufficient, as well as specifying the requested duration of the easement, in accordance with Section 10(e) and (f) of the State Easement Application Instructions.

Dominion Energy South Carolina requests that a 50-year easement be granted for the purposes of installing underground electric service to USC Health Services Campus at the request of the University of South Carolina.

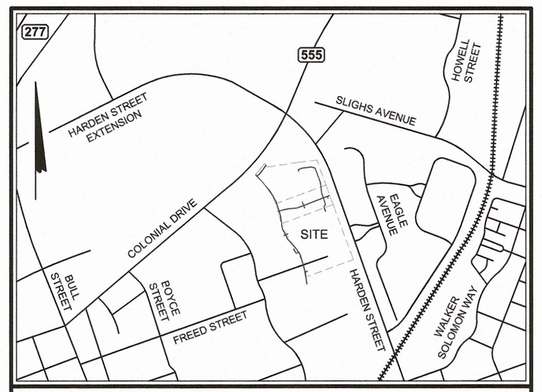
A license is insufficient due to its non-permanent nature, lack of operational control, and absence of investment protections required for critical infrastructure such as a 23 kV Duct Bank electric line installation. This line will remain in place for decades to ensure reliable service to the USC Health Services Campus area.

A lease is also insufficient for the same reasons as a license, and additionally because leases typically involve recurring payments and are designed for occupancy rather than permanent utility infrastructure.

The 50-year duration is the maximum allowable duration is requested to provide the best asset protection for this critical infrastructure.

Best regards,

Paul E. Thompson, III
Supervisor Rights of Way Management



LOCATION MAP (Not to Scale)

SC GRID NORTH

HARDEN STREET
(SCDOT R/W Varies)

5/8" Rebar (o) — 282.82' S20°01'20"E — 5/8" Rebar (o) — 223.73' S20°05'27"E — P.O.B.#1 — 630.88' S20°00'32"E — 5/8" Rebar (o)

113.62'

475' ± To Colonial Drive

195.85' N83°47'45"E

336.52' N81°39'11"E

NOW OR FORMERLY
Bullstreet Development II, LLC
TMS# R11502-03-01

NOW OR FORMERLY
Tellus Delaware, LLC
TMS# R11502-03-02

Calc. Point (In Util. Pole)

Electric Transformer (Typical)

Proposed 10' wide Dominion Energy Electric Easement (5' each side of line/Typical)

UG Electric Line (Approx. Loc./Painted by Others/Typical)

Electric Manhole (Typical)

EASEMENT AREA #1

PROPOSED CENTRAL ENERGY BUILDING (Approximate Scaled Location)

PROPOSED MULTI-STORY MEDICAL SCHOOL BUILDING (Approximate Scaled Location)

Electric Stub-Out (Typical)

S70°01'54"W 578.05'

S70°01'58"W 591.36'

S70°19'10"W 555.42'

PARCEL 1
5.00 ACRES
Now or Formerly
University Of South Carolina
TMS#R11502-03-03

PARCEL 2
3.00 ACRES
Now or Formerly
University Of South Carolina
TMS#R11502-03-04

PARCEL "I"-4
8.00 ACRES
Now or Formerly
University Of South Carolina
TMS#R11502-03-07

PARCEL "I"-6
NOW OR FORMERLY
University of South Carolina
TMS# R11502-03-08

Electric Stub-Out (Typical)

50.30' S40°23'45"E

30.90' N39°29'21"E Delta=0°41'05" Radius=2585.81 Arc Length=30.90

8.11' N39°50'07"E

1/2" Rebar (o)

120.54' N40°26'17"E Delta=2°57'44" Radius=2331.77 Arc Length=120.55

78.14' N44°12'20"W

301.10' N32°37'42"W Delta=23°09'34" Radius=750.00 Arc Length=303.15

PK Nail (o)

"X" on Conc. (o)

COLONIAL DRIVE (SC401 R/W Varies)

NOW OR FORMERLY
Tellus Delaware, LLC
TMS# R11502-03-05

108.25' N16°55'05"W Delta=8°16'38" Radius=750.00 Arc Length=108.35

115.83' N16°28'05"W Delta=7°22'45" Radius=900.00 Arc Length=115.91

256.21' N28°20'03"W Delta=16°22'00" Radius=900.00 Arc Length=257.09

PK Nail (n)

P.O.B.#2 — P.O.C.#2 — 99.38' S24°41'44"E — P.O.C.#3 — 100.11' S31°41'16"E — P.O.B.#3

P.O.B.#4 — PK Nail (o)

Electric Transformer (Typical)

NOW OR FORMERLY
City of Columbia SC
TMS# R11501-01-14

NOW OR FORMERLY
University of South Carolina
TMS# R11502-03-09

EASEMENT AREA #2

EASEMENT AREA #3

EASEMENT AREA #4

EASEMENT AREA #5

EASEMENT AREA #6

P.O.B.#5 — P.O.C.#5 — P.O.B.#6 — P.O.C.#6

Proposed 10' wide Dominion Energy Electric Easement (5' each side of line/Typical)

360.91' N20°24'24"W Delta=32°14'12" Radius=650.00 Arc Length=365.71

14.19' N5°03'54"W Delta=1°48'26" Radius=450.00 Arc Length=14.19

5/8" Rebar (o)

Electric Stub-Out (Typical)

Electric Manhole (Typical)

Easements and/or restrictions may exist on the subject property which are not shown hereon.

EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.
X
(Professional Land Surveyor)
Printed Name: GENE L. DINKINS, JR.
License#: 24278

EASEMENT AREA ACREAGES

EASEMENT AREA 1 ACREAGE= 20,559 S.F. (0.47 ACRE)
EASEMENT AREA 2 ACREAGE= 185 S.F. (0.004 ACRE)
EASEMENT AREA 3 ACREAGE= 4,424 S.F. (0.10 ACRE)
EASEMENT AREA 4 ACREAGE= 3,122 S.F. (0.07 ACRE)
EASEMENT AREA 5 ACREAGE= 820 S.F. (0.02 ACRE)
EASEMENT AREA 6 ACREAGE= 179 S.F. (0.004 ACRE)

REVISIONS

No.	DATE	DESCRIPTION
1	4/24/2026	To include easement area within TMS# R11502-03-09.

SOUTH CAROLINA — COX AND DINKINS, INC. No. C00294 — CERTIFICATE OF AUTHORIZATION

CERTIFICATE OF AUTHORIZATION SEAL

COX AND DINKINS
ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS
724 BELTLINE BLVD.
COLUMBIA, SC 29205
803.254.0518
COXANDDINKINS.COM

EASEMENT PLAT

PREPARED FOR

DOMINION ENERGY OF SOUTH CAROLINA

RICHLAND COUNTY, COLUMBIA, S.C.

SHEET 1 OF 2

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 24278 GENE L. DINKINS

DATE:	SCALE:	TAX MAP NUMBER:	BOOK:	CHK:	SF:	PROJ.:	BY:
FEBRUARY 19, 2026	1" = 50' (0' 25' 50' 100')	11502-03-03, -04, & -07,	V82-1; X35-1; 96i-1	16	342-8	3096i-03 EASEMENT PLAT rev.dwg	20

DRAWER NO.

CERTIFICATION:

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein.

PROF. LAND SURVEYOR NO. 24278
GENE L. DINKINS, JR.

REFERENCES:

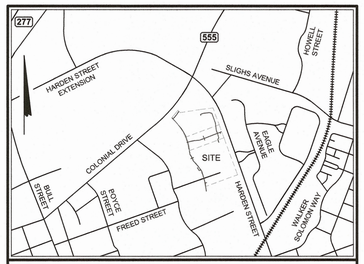
1) "COOPER ROAD PLAT" PREPARED FOR BULL STREET DEVELOPMENT, LLC, BY DAVIS & FLOYD, INC., DATED DECEMBER 15, 2016, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 2176, PAGE 1090.
2) "PARCEL I-4 & I-6 SUBDIVISION PLAT" PREPARED FOR BULL STREET DEVELOPMENT, LLC, BY DAVIS & FLOYD, INC., DATED JANUARY 9, 2020, REVISED FEBRUARY 18, 2020, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 2472, PAGE 1038.
3) PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH, BY COX AND DINKINS, INC., DATED DECEMBER 2, 2008, REVISED JULY 15, 2010.
4) PLAT PREPARED FOR UNIVERSITY OF SOUTH CAROLINA, BY COX AND DINKINS, INC., DATED APRIL 3, 2023, REVISED APRIL 24, 2024.

NOTES:

1) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN.
2) REFERENCE MARK USED IS NGS MONUMENT DESIGNATED "CLOYD", ELEVATION=266.5 (feet) (NAVD 88 DATUM), AS TAKEN FROM NGS DATA SHEET. http://www.ngs.noaa.gov/. DISTANCES ARE GROUND DISTANCES, AND BEARINGS ARE REFERENCED TO SC GRID NORTH, NAD 83/2011.

THIS SURVEY IS NOT VALID WITHOUT AN ORIGINAL SIGNATURE.
COPYRIGHT © 2026 COX and DINKINS, INC. ALL RIGHTS RESERVED.

ORDER NO. 62234/75413



LOCATION MAP (Not to Scale)

SC GRID NORTH

HARDEN STREET
(SCDOT R/W Varies)

NOW OR FORMERLY
Bullstreet Development II, LLC
TMS# R11502-03-01

NOW OR FORMERLY
Tellus Delaware, LLC
TMS# R11502-03-02

NOW OR FORMERLY
Tellus Delaware, LLC
TMS# R11502-03-05

NOW OR FORMERLY
City of Columbia SC
TMS# R11501-01-14

NOW OR FORMERLY
University of South Carolina
TMS# R11502-03-09

PARCEL 1
5.00 ACRES
Now or Formerly
University Of South Carolina
TMS#R11502-03-03

PARCEL 2
3.00 ACRES
Now or Formerly
University Of South Carolina
TMS#R11502-03-04

PARCEL "I"-4
8.00 ACRES
Now or Formerly
University Of South Carolina
TMS#R11502-03-07

PARCEL "I"-6
NOW OR FORMERLY
University of South Carolina
TMS# R11502-03-08

PROPOSED CENTRAL ENERGY BUILDING
(Approximate Scaled Location)

PROPOSED MULTI-STORY MEDICAL SCHOOL BUILDING
(Approximate Scaled Location)

EASEMENT AREA #1
EASEMENT AREA #2
EASEMENT AREA #3
EASEMENT AREA #4
EASEMENT AREA #5
EASEMENT AREA #6

Proposed 10' wide Dominion Energy Electric Easement (5' each side of line/Typical)

UG Electric Line (Approx. Loc./Painted by Others/Typical)

Electric Transformer (Typical)

Electric Manhole (Typical)

Electric Stub-Out (Typical)

P.O.B.#1
P.O.C.#2
P.O.B.#2
P.O.C.#3
P.O.B.#3
P.O.B.#4
P.O.C.#5
P.O.B.#5
P.O.C.#6
P.O.B.#6

Calc. Point (In Util. Pole)

5/8" Rebar (o)
1/2" Rebar (o)
PK Nail (o)
PK Nail (n)
"X" on Conc. (o)

475' ± To Colonial Drive

COLONIAL DRIVE
(SCDOT R/W Varies)

195.85'
N83°47'45"E

336.62'
N81°39'11"E

282.82'
S20°01'20"E

223.73'
S20°05'27"E

113.62'

630.88'
S20°00'32"E

S70°01'54"W
578.05'

S70°01'58"W
591.36'

S70°19'10"W
555.42'

50.30'
S40°23'45"E

30.90'
N39°29'21"E
Delta=0°41'05"
Radius=2585.81
Arc Length=30.90

8.11'
N39°50'07"E

120.54'
N40°26'17"E
Delta=2°57'44"
Radius=2331.77
Arc Length=120.55

78.14'
N44°12'20"W

301.10'
N32°37'42"W
Delta=23°09'34"
Radius=750.00
Arc Length=303.15

108.25'
N16°55'05"W
Delta=8°16'38"
Radius=750.00
Arc Length=108.35

115.83'
N16°28'05"W
Delta=7°22'45"
Radius=900.00
Arc Length=115.91

99.38'
S24°41'44"E

100.11'
S31°41'16"E

256.21'
N28°20'03"W
Delta=16°22'00"
Radius=900.00
Arc Length=257.09

360.91'
N20°24'24"W
Delta=32°14'12"
Radius=650.00
Arc Length=365.71

14.19'
N5°03'54"W
Delta=1°48'26"
Radius=450.00
Arc Length=14.19

Easements and/or restrictions may exist on the subject property which are not shown hereon.

EASEMENT AREA ACREAGES

EASEMENT AREA 1 ACREAGE= 20,559 S.F. (0.47 ACRE)
EASEMENT AREA 2 ACREAGE= 185 S.F. (0.004 ACRE)
EASEMENT AREA 3 ACREAGE= 4,424 S.F. (0.10 ACRE)
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EXEMPTION FROM REVIEW PROCESS
This plat is a SURVEY of an existing lot of record with no changes to existing lot lines.
X
(Professional Land Surveyor)
Printed Name: GENE L. DINKINS, JR.
License#: 24278

REVISIONS

No.	DATE	DESCRIPTION
1	4/24/2026	To include easement area within TMS# R11502-03-09.

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
COX AND DINKINS, INC. No. C00294
CERTIFICATE OF AUTHORIZATION SEAL

COX AND DINKINS
ENGINEERS · SURVEYORS · LANDSCAPE ARCHITECTS
724 BELTLINE BLVD.
COLUMBIA, SC 29205
803.254.0518
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EASEMENT PLAT

PREPARED FOR

DOMINION ENERGY OF SOUTH CAROLINA

RICHLAND COUNTY, COLUMBIA, S.C.

SHEET 1 OF 2

SOUTH CAROLINA REGISTERED PROFESSIONAL LAND SURVEYOR No. 24278 GENE L. DINKINS

DATE:	SCALE:	TAX MAP NUMBER:	BOOK:	CHK:	SF:	PROJ.:	BY:
FEBRUARY 19, 2026	1" = 50' (0' 25' 50' 100')	11502-03-03, -04, & -07,	V82-1; X35-1; 96i-1	16	342-8	3096i-03 EASEMENT PLAT rev.dwg	20

DRAWER NO.

CERTIFICATION:

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein.

PROF. LAND SURVEYOR NO. 24278
GENE L. DINKINS, JR.

REFERENCES:

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COPYRIGHT © 2026 COX and DINKINS, INC. ALL RIGHTS RESERVED.

ORDER NO. 62234/75413

LEGAL DESCRIPTIONS:

EASEMENT AREA #1:

Commencing from a point at the intersection of the eastern right-of-way of Colonial Drive and the southern right-of-way of Harden Street, this being the POINT OF COMMENCEMENT #1 (P.O.C.#1), thence running in a southeastern direction along the western right-of-way of Harden Street and the properties now or formerly of Bullstreet Development II, LLC and Tellus Delaware, LLC for an approximate distance of 475 feet to a 5/8" Rebar (o); thence turning and running S 20°01'20" E along the western right-of-way of Harden Street for a distance of 282.82 feet to a 5/8" Rebar (o); thence turning and running S 20°05'27" E along the western right-of-way of Harden Street for a distance of 113.62 feet to a Point, this being the POINT OF BEGINNING #1 (P.O.B.#1); thence turning and running S 69°39'01" W, a distance of 69.44 feet to a Point; thence turning and running N 20°05'01" W, a distance of 42.76 feet to a Point; thence turning and running N 06°55'32" W, a distance of 126.90 feet to a Point; thence turning and running N 20°27'20" W, a distance of 161.41 feet to a Point; thence turning and running N 73°18'49" W, a distance of 44.67 feet to a Point; thence turning and running S 83°17'13" W, a distance of 100.20 feet to a Point; thence turning and running S 72°11'50" W, a distance of 33.08 feet to a Point; thence turning and running S 53°43'53" W, a distance of 15.88 feet to a Point; thence turning and running S 20°35'27" E, a distance of 23.18 feet to a Point; thence turning and running N 69°31'36" E, a distance of 10.17 feet to a Point; thence turning and running N 20°28'24" W, a distance of 14.39 feet to a Point; thence turning and running N 53°43'53" E, a distance of 11.19 feet to a Point; thence turning and running N 72°11'50" E, a distance of 30.49 feet to a Point; thence turning and running N 83°17'13" E, a distance of 97.16 feet to a Point; thence turning and running S 73°18'49" E, a distance of 37.63 feet to a Point; thence turning and running S 20°27'20" E, a distance of 155.25 feet to a Point; thence turning and running S 06°55'32" E, a distance of 126.86 feet to a Point; thence turning and running S 20°05'01" E, a distance of 43.95 feet to a Point; thence turning and running S 69°46'17" W, a distance of 97.18 feet to a Point; thence turning and running S 68°41'08" W, a distance of 119.46 feet to a Point; thence turning and running N 20°55'09" W, a distance of 39.70 feet to a Point; thence turning and running S 69°04'51" W, a distance of 10.00 feet to a Point; thence turning and running N 20°55'09" E, a distance of 39.60 feet to a Point; thence turning and running S 70°32'57" W, a distance of 74.75 feet to a Point; thence turning and running S 85°17'35" W, a distance of 91.28 feet to a Point; thence turning and running S 78°28'17" W, a distance of 52.68 feet to a Point; thence turning and running N 74°20'59" W, a distance of 43.14 feet to a Point; thence turning and running N 17°26'36" W, a distance of 98.14 feet to a Point; thence turning and running N 28°41'27" W, a distance of 103.57 feet to a Point; thence turning and running N 34°26'52" W, a distance of 43.11 feet to a Point; thence turning and running N 40°31'23" W, a distance of 106.53 feet to a Point; thence turning and running N 41°46'00" W, a distance of 90.07 feet to a Point; thence turning and running N 49°54'37" E, a distance of 30.07 feet to a Point; thence turning and running N 38°50'20" E, a distance of 54.41 feet to a Point; thence turning and running N 36°29'05" E, a distance of 64.85 feet to a Point; thence turning and running N 40°23'45" W, a distance of 10.27 feet to a Point; thence turning and running S 36°29'05" W, a distance of 66.98 feet to a Point; thence turning and running S 38°50'20" W, a distance of 53.24 feet to a Point; thence turning and running S 49°54'37" W, a distance of 29.55 feet to a Point; thence turning and running N 43°39'27" W, a distance of 17.98 feet to a Point; thence turning and running on a curve having a radius of 2,331.77 feet, and arc distance of 9.40 feet to an "X" on Conc. (o) (said curve having a chord bearing of S 41°48'13" W and a chord distance of 9.40 feet); thence turning and running S 44°12'20" E, a distance of 78.14 feet to a PK Nail (o); thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 125.17 feet to a Point (said curve having a chord bearing of S 39°25'37" E and a chord distance of 125.03 feet); thence turning and running S 40°31'23" E, a distance of 19.77 feet to a Point; thence turning and running S 34°26'52" E, a distance of 42.07 feet to a Point; thence turning and running S 28°41'27" E, a distance of 102.08 feet to a Point; thence turning and running S 17°26'36" E, a distance of 96.98 feet to a Point; thence turning and running S 72°49'00" W, a distance of 7.16 feet to a Point; thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 10.01 feet to a Point (said curve having a chord bearing of S 14°29'40" E and a chord distance of 10.01 feet); thence turning and running N 72°49'00" E, a distance of 7.60 feet to a Point; thence turning and running S 16°34'27" E, a distance of 40.74 feet to a Point; thence turning and running S 07°58'32" E, a distance of 67.06 feet to a Point; thence turning and running on a curve having a radius of 900.00 feet, and arc distance of 47.98 feet to a Point (P.O.B.#2) (said curve having a chord bearing of S 20°00'26" E and a chord distance of 47.97 feet); thence turning and running N 07°58'32" W, a distance of 114.73 feet to a Point; thence turning and running N 16°34'27" W, a distance of 41.47 feet to a Point; thence turning and running N 74°20'59" E, a distance of 42.55 feet to a Point; thence turning and running N 78°28'17" E, a distance of 51.72 feet to a Point; thence turning and running N 85°17'35" E, a distance of 91.98 feet to a Point; thence turning and running N 70°32'57" E, a distance of 76.24 feet to a Point; thence turning and running S 20°51'12" E, a distance of 20.23 feet to a Point; thence turning and running N 69°44'48" E, a distance of 10.00 feet to a Point; thence turning and running N 20°51'12" W, a distance of 25.25 feet to a Point; thence turning and running N 68°41'08" E, a distance of 119.49 feet to a Point; thence turning and running N 69°46'17" E, a distance of 97.08 feet to a Point; thence turning and running S 20°13'59" E, a distance of 19.92 feet to a Point; thence turning and running S 14°42'52" E, a distance of 47.05 feet to a Point; thence turning and running S 30°07'10" W, a distance of 29.20 feet to a Point; thence turning and running S 18°50'42" E, a distance of 57.01 feet to a Point; thence turning and running N 71°09'18" E, a distance of 10.00 feet to a Point; thence turning and running N 18°50'42" W, a distance of 52.46 feet to a Point; thence turning and running N 30°07'10" E, a distance of 28.77 feet to a Point; thence turning and running N 14°42'52" W, a distance of 51.66 feet to a Point; thence turning and running N 20°13'59" W, a distance of 20.42 feet to a Point; thence turning and running N 69°39'01" E, a distance of 36.45 feet to a Point; thence turning and running S 20°35'45" E, a distance of 19.73 feet to a Point; thence turning and running N 69°24'15" E, a distance of 10.00 feet to a Point; thence turning and running N 20°35'45" W, a distance of 19.69 feet to a Point; thence turning and running N 69°39'01" E, a distance of 22.98 feet to a Point; thence turning and running N 20°05'27" W, a distance of 10.00 feet to a Point, this being the POINT OF BEGINNING #1 (P.O.B.#1).

EASEMENT AREA #2:

Commencing from a point at the intersection of the eastern right-of-way of Colonial Drive and the southern right-of-way of Harden Street, this being the POINT OF COMMENCEMENT #1 (P.O.C.#1), thence running in a southeastern direction along the western right-of-way of Harden Street and the properties now or formerly of Bullstreet Development II, LLC and Tellus Delaware, LLC for an approximate distance of 475 feet to a 5/8" Rebar (o); thence turning and running S 20°01'20" E along the western right-of-way of Harden Street for a distance of 282.82 feet to a 5/8" Rebar (o); thence turning and running S 20°05'27" E along the western right-of-way of Harden Street for a distance of 113.62 feet to a Point (P.O.B.#1); thence turning and running S 69°39'01" W, a distance of 69.44 feet to a Point; thence turning and running N 20°05'01" W, a distance of 42.76 feet to a Point; thence turning and running N 06°55'32" W, a distance of 126.90 feet to a Point; thence turning and running N 20°27'20" W, a distance of 161.41 feet to a Point; thence turning and running N 73°18'49" W, a distance of 44.67 feet to a Point; thence turning and running S 83°17'13" W, a distance of 100.20 feet to a Point; thence turning and running S 72°11'50" W, a distance of 33.08 feet to a Point; thence turning and running S 53°43'53" W, a distance of 15.88 feet to a Point; thence turning and running S 20°35'27" E, a distance of 23.18 feet to a Point; thence turning and running N 69°31'36" E, a distance of 10.17 feet to a Point; thence turning and running N 20°28'24" W, a distance of 14.39 feet to a Point; thence turning and running N 53°43'53" E, a distance of 11.19 feet to a Point; thence turning and running N 72°11'50" E, a distance of 30.49 feet to a Point; thence turning and running N 83°17'13" E, a distance of 97.16 feet to a Point; thence turning and running S 73°18'49" E, a distance of 37.63 feet to a Point; thence turning and running S 20°27'20" E, a distance of 155.25 feet to a Point; thence turning and running S 06°55'32" E, a distance of 126.86 feet to a Point; thence turning and running S 20°05'01" E, a distance of 43.95 feet to a Point; thence turning and running S 69°46'17" W, a distance of 97.18 feet to a Point; thence turning and running S 68°41'08" W, a distance of 119.46 feet to a Point; thence turning and running N 20°55'09" W, a distance of 39.70 feet to a Point; thence turning and running S 69°04'51" W, a distance of 10.00 feet to a Point; thence turning and running N 20°55'09" E, a distance of 39.60 feet to a Point; thence turning and running S 70°32'57" W, a distance of 74.75 feet to a Point; thence turning and running S 85°17'35" W, a distance of 91.28 feet to a Point; thence turning and running S 78°28'17" W, a distance of 52.68 feet to a Point; thence turning and running N 74°20'59" W, a distance of 43.14 feet to a Point; thence turning and running N 17°26'36" W, a distance of 98.14 feet to a Point; thence turning and running N 28°41'27" W, a distance of 103.57 feet to a Point; thence turning and running N 34°26'52" W, a distance of 43.11 feet to a Point; thence turning and running N 40°31'23" W, a distance of 106.53 feet to a Point; thence turning and running N 41°46'00" W, a distance of 90.07 feet to a Point; thence turning and running N 49°54'37" E, a distance of 30.07 feet to a Point; thence turning and running N 38°50'20" E, a distance of 54.41 feet to a Point; thence turning and running N 36°29'05" E, a distance of 64.85 feet to a Point; thence turning and running N 40°23'45" W, a distance of 10.27 feet to a Point; thence turning and running S 36°29'05" W, a distance of 66.98 feet to a Point; thence turning and running S 38°50'20" W, a distance of 53.24 feet to a Point; thence turning and running S 49°54'37" W, a distance of 29.55 feet to a Point; thence turning and running N 43°39'27" W, a distance of 17.98 feet to a Point; thence turning and running on a curve having a radius of 2,331.77 feet, and arc distance of 9.40 feet to an "X" on Conc. (o) (said curve having a chord bearing of S 41°48'13" W and a chord distance of 9.40 feet); thence turning and running S 44°12'20" E, a distance of 78.14 feet to a PK Nail (o); thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 125.17 feet to a Point (said curve having a chord bearing of S 39°25'37" E and a chord distance of 125.03 feet); thence turning and running S 40°31'23" E, a distance of 19.77 feet to a Point; thence turning and running S 34°26'52" E, a distance of 42.07 feet to a Point; thence turning and running S 28°41'27" E, a distance of 102.08 feet to a Point; thence turning and running S 17°26'36" E, a distance of 96.98 feet to a Point; thence turning and running S 72°49'00" W, a distance of 7.16 feet to a Point; thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 10.01 feet to a Point (said curve having a chord bearing of S 14°29'40" E and a chord distance of 10.01 feet); thence turning and running N 72°49'00" E, a distance of 7.60 feet to a Point; thence turning and running S 16°34'27" E, a distance of 40.74 feet to a Point; thence turning and running S 07°58'32" E, a distance of 67.06 feet to a Point; thence turning and running on a curve having a radius of 900.00 feet, and arc distance of 47.98 feet to a Point (P.O.B.#2) (said curve having a chord bearing of S 20°00'26" E and a chord distance of 47.97 feet); thence turning and running N 07°58'32" W, a distance of 114.73 feet to a Point; thence turning and running N 16°34'27" W, a distance of 41.47 feet to a Point; thence turning and running N 74°20'59" E, a distance of 42.55 feet to a Point; thence turning and running N 78°28'17" E, a distance of 51.72 feet to a Point; thence turning and running N 85°17'35" E, a distance of 91.98 feet to a Point; thence turning and running N 70°32'57" E, a distance of 76.24 feet to a Point; thence turning and running S 20°51'12" E, a distance of 20.23 feet to a Point; thence turning and running N 69°44'48" E, a distance of 10.00 feet to a Point; thence turning and running N 20°51'12" W, a distance of 25.25 feet to a Point; thence turning and running N 68°41'08" E, a distance of 119.49 feet to a Point; thence turning and running N 69°46'17" E, a distance of 97.08 feet to a Point; thence turning and running S 20°13'59" E, a distance of 19.92 feet to a Point; thence turning and running S 14°42'52" E, a distance of 47.05 feet to a Point; thence turning and running S 30°07'10" W, a distance of 29.20 feet to a Point; thence turning and running S 18°50'42" E, a distance of 57.01 feet to a Point; thence turning and running N 71°09'18" E, a distance of 10.00 feet to a Point; thence turning and running N 18°50'42" W, a distance of 52.46 feet to a Point; thence turning and running N 30°07'10" E, a distance of 28.77 feet to a Point; thence turning and running N 14°42'52" W, a distance of 51.66 feet to a Point; thence turning and running N 20°13'59" W, a distance of 20.42 feet to a Point; thence turning and running N 69°39'01" E, a distance of 36.45 feet to a Point; thence turning and running S 20°35'45" E, a distance of 19.73 feet to a Point; thence turning and running N 69°24'15" E, a distance of 10.00 feet to a Point; thence turning and running N 20°35'45" W, a distance of 19.69 feet to a Point; thence turning and running N 69°39'01" E, a distance of 22.98 feet to a Point; thence turning and running N 20°05'27" W, a distance of 10.00 feet to a Point, this being the POINT OF BEGINNING #1 (P.O.B.#1).

EASEMENT AREA #3:

Commencing from a point at the intersection of the eastern right-of-way of Colonial Drive and the southern right-of-way of Harden Street, this being the POINT OF COMMENCEMENT #1 (P.O.C.#1), thence running in a southeastern direction along the western right-of-way of Harden Street and the properties now or formerly of Bullstreet Development II, LLC and Tellus Delaware, LLC for an approximate distance of 475 feet to a 5/8" Rebar (o); thence turning and running S 20°01'20" E along the western right-of-way of Harden Street for a distance of 282.82 feet to a 5/8" Rebar (o); thence turning and running S 20°05'27" E along the western right-of-way of Harden Street for a distance of 113.62 feet to a Point (P.O.B.#1); thence turning and running S 69°39'01" W, a distance of 69.44 feet to a Point; thence turning and running N 20°05'01" W, a distance of 42.76 feet to a Point; thence turning and running N 06°55'32" W, a distance of 126.90 feet to a Point; thence turning and running N 20°27'20" W, a distance of 161.41 feet to a Point; thence turning and running N 73°18'49" W, a distance of 44.67 feet to a Point; thence turning and running S 83°17'13" W, a distance of 100.20 feet to a Point; thence turning and running S 72°11'50" W, a distance of 33.08 feet to a Point; thence turning and running S 53°43'53" W, a distance of 15.88 feet to a Point; thence turning and running S 69°31'36" W, a distance of 4.54 feet to a Point; thence turning and running S 20°35'27" E, a distance of 23.18 feet to a Point; thence turning and running N 69°31'36" E, a distance of 10.17 feet to a Point; thence turning and running N 20°28'24" W, a distance of 14.39 feet to a Point; thence turning and running N 53°43'53" E, a distance of 11.19 feet to a Point; thence turning and running N 72°11'50" E, a distance of 30.49 feet to a Point; thence turning and running N 83°17'13" E, a distance of 97.16 feet to a Point; thence turning and running S 73°18'49" E, a distance of 37.63 feet to a Point; thence turning and running S 20°27'20" E, a distance of 155.25 feet to a Point; thence turning and running S 06°55'32" E, a distance of 126.86 feet to a Point; thence turning and running S 20°05'01" E, a distance of 43.95 feet to a Point; thence turning and running S 69°46'17" W, a distance of 97.18 feet to a Point; thence turning and running S 68°41'08" W, a distance of 119.46 feet to a Point; thence turning and running N 20°55'09" W, a distance of 39.70 feet to a Point; thence turning and running S 69°04'51" W, a distance of 10.00 feet to a Point; thence turning and running N 20°55'09" E, a distance of 39.60 feet to a Point; thence turning and running S 70°32'57" W, a distance of 74.75 feet to a Point; thence turning and running S 85°17'35" W, a distance of 91.28 feet to a Point; thence turning and running S 78°28'17" W, a distance of 52.68 feet to a Point; thence turning and running N 74°20'59" W, a distance of 43.14 feet to a Point; thence turning and running N 17°26'36" W, a distance of 98.14 feet to a Point; thence turning and running N 28°41'27" W, a distance of 103.57 feet to a Point; thence turning and running N 34°26'52" W, a distance of 43.11 feet to a Point; thence turning and running N 40°31'23" W, a distance of 106.53 feet to a Point; thence turning and running N 41°46'00" W, a distance of 90.07 feet to a Point; thence turning and running N 49°54'37" E, a distance of 30.07 feet to a Point; thence turning and running N 38°50'20" E, a distance of 54.41 feet to a Point; thence turning and running N 36°29'05" E, a distance of 64.85 feet to a Point; thence turning and running N 40°23'45" W, a distance of 10.27 feet to a Point; thence turning and running S 36°29'05" W, a distance of 66.98 feet to a Point; thence turning and running S 38°50'20" W, a distance of 53.24 feet to a Point; thence turning and running S 49°54'37" W, a distance of 29.55 feet to a Point; thence turning and running N 43°39'27" W, a distance of 17.98 feet to a Point; thence turning and running on a curve having a radius of 2,331.77 feet, and arc distance of 9.40 feet to an "X" on Conc. (o) (said curve having a chord bearing of S 41°48'13" W and a chord distance of 9.40 feet); thence turning and running S 44°12'20" E, a distance of 78.14 feet to a PK Nail (o); thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 125.17 feet to a Point (said curve having a chord bearing of S 39°25'37" E and a chord distance of 125.03 feet); thence turning and running S 40°31'23" E, a distance of 19.77 feet to a Point; thence turning and running S 34°26'52" E, a distance of 42.07 feet to a Point; thence turning and running S 28°41'27" E, a distance of 102.08 feet to a Point; thence turning and running S 17°26'36" E, a distance of 96.98 feet to a Point; thence turning and running S 72°49'00" W, a distance of 7.16 feet to a Point; thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 10.01 feet to a Point (said curve having a chord bearing of S 14°29'40" E and a chord distance of 10.01 feet); thence turning and running N 72°49'00" E, a distance of 7.60 feet to a Point; thence turning and running S 16°34'27" E, a distance of 40.74 feet to a Point; thence turning and running S 07°58'32" E, a distance of 67.06 feet to a Point; thence turning and running on a curve having a radius of 900.00 feet, and arc distance of 47.98 feet to a Point (P.O.B.#2) (said curve having a chord bearing of S 20°00'26" E and a chord distance of 47.97 feet); thence turning and running N 24°41'44" E, a distance of 99.38 feet to a Point (P.O.B.#2); thence turning and running on a curve having a radius of 900.00 feet, and arc distance of 10.03 feet to a Point (said curve having a chord bearing of S 28°10'48" E and a chord distance of 10.03 feet), this being the POINT OF COMMENCEMENT #3 (P.O.C.#3); thence turning and running S 31°41'16" E, a distance of 100.11 feet to a Point, this being the POINT OF BEGINNING #3 (P.O.B.#3); thence turning and running S 41°50'39" E, a distance of 37.61 feet to a Point; thence turning and running S 37°12'28" E, a distance of 96.92 feet to a Point; thence turning and running S 27°10'59" E, a distance of 29.77 feet to a Point; thence turning and running S 16°11'15" E, a distance of 183.02 feet to a Point; thence turning and running N 76°08'43" E, a distance of 21.93 feet to a Point; thence turning and running S 13°51'17" E, a distance of 10.00 feet to a Point; thence turning and running S 76°08'43" W, a distance of 22.27 feet to a Point; thence turning and running S 07°20'00" E, a distance of 132.23 feet to a Point; thence turning and running S 82°40'00" W, a distance of 10.00 feet to a Point; thence turning and running N 07°20'00" W, a distance of 131.28 feet to a Point; thence turning and running S 78°10'52" W, a distance of 3.89 feet to a Point; thence turning and running on a curve having a radius of 650.00 feet, and arc distance of 10.02 feet to a Point (said curve having a chord bearing of N 08°10'52" W and a chord distance of 10.02 feet); thence turning and running N 78°07'17" E, a distance of 3.26 feet to a Point; thence turning and running N 16°11'15" W, a distance of 29.98 feet; thence turning and running on a curve having a radius of 650.00 feet, and arc distance of 111.81 feet to a Point (said curve having a chord bearing of N 16°11'15" W and a chord distance of 111.67); thence turning and running N 16°11'15" W, a distance of 39.81 feet to a Point; thence turning and running N 27°10'59" W, a distance of 24.57 feet to a Point; thence turning and running S 78°52'06" W, a distance of 4.12 feet to a Point; thence turning and running on a curve having a radius of 650.00 feet, and arc distance of 10.41 feet to a Point (said curve having a chord bearing of N 27°17'48" W and a chord distance of 10.41 feet); thence turning and running N 78°52'06" E, a distance of 2.78 feet to a Point; thence turning and running N 37°12'28" W, a distance of 17.50 feet to a Point; thence turning and running on a curve having a radius of 650.00 feet, and arc distance of 25.79 feet to a Point (said curve having a chord bearing of N 35°41'48" W and a chord distance of 25.78 feet), this being the POINT OF BEGINNING #3 (P.O.B.#3).

EASEMENT AREA #4:

Commencing from a point at the intersection of the eastern right-of-way of Colonial Drive and the southern right-of-way of Harden Street, this being the POINT OF COMMENCEMENT #1 (P.O.C.#1), thence running in a southeastern direction along the western right-of-way of Harden Street and the properties now or formerly of Bullstreet Development II, LLC and Tellus Delaware, LLC for an approximate distance of 475 feet to a 5/8" Rebar (o); thence turning and running S 20°01'20" E along the western right-of-way of Harden Street and Parcel 1 for a distance of 282.82 feet to a 5/8" Rebar (o); thence turning and running S 70°01'54" W along Parcels 1 and 2 for a distance of 578.05 feet to a PK Nail (n); thence turning and running on a curve having a radius of 750.00 feet and arc distance of 108.35 feet to a PK Nail (n) (said curve having a chord bearing of S 16°28'05" E and a chord distance of 108.25 feet); thence turning and running on a curve having a radius of 900.00 feet and arc distance of 115.91 feet to PK Nail (o) (said curve having a chord bearing of S 16°28'05" E and a chord distance of 115.83 feet, this being the POINT OF BEGINNING #4 (P.O.B.#4); thence turning and running on a curve having a radius of 900.00 feet and arc distance of 21.67 feet to a Point (said curve having a chord bearing of S 20°37'27" E and a chord distance of 21.67); thence turning and running S 07°58'32" E for a distance of 27.70 feet to a Point; thence turning and running S 21°20'54" E for a distance of 15.85 feet to a Point; thence turning and running S 30°30'09" E for a distance of 36.54 feet to a Point; thence turning and running S 25°29'20" E for a distance of 20.58 feet to a Point; thence turning and running N 66°27'28" E for a distance of 4.91 feet to a Point; thence turning and running on a curve having a radius of 900.00 feet and arc distance of 10.03 feet to a Point (said curve having a chord bearing of S 28°10'48" E and a chord distance of 10.03); thence turning and running S 66°27'28" W, a distance of 5.52 feet to a Point; thence turning and running S 23°59'49" E for a distance of 40.51 feet to a Point; thence turning and running S 41°50'39" E for a distance of 61.72 feet to a Point; thence turning and running on a curve having a radius of 900.00 feet and arc distance of 25.79 feet to a Point (said curve having a chord bearing of S 35°41'48" E and a chord distance of 25.78 feet); thence turning and running on a curve having a radius of 650.00 feet and arc distance of 83.02 feet to a Point (said curve having a chord bearing of S 32°51'58" E and a chord distance of 82.96 feet); thence turning and running S 65°25'58" W for a distance of 19.57 feet to a Point; thence turning and running on a curve having a radius of 935.00 feet and arc distance of 10.02 feet to a Point (said curve having a chord bearing of N 28°02'00" W and a chord distance of 10.02 feet); thence turning and running N 65°25'58" E, a distance of 20.15 feet to a point; thence turning and running N 25°29'20" W for a distance of 19.89 feet to a Point; thence turning and running N 30°30'09" W for a distance of 36.90 feet to a Point; thence turning and running N 21°20'54" W for a distance of 17.82 feet to a Point; thence turning and running N 07°58'32" W for a distance of 48.90 feet to a Point; thence turning and running N 70°01'58" E for a distance of 5.29 feet to a PK Nail (o), this being the POINT OF BEGINNING #4 (P.O.B.#4).

EASEMENT AREA #5:

Commencing from a point at the intersection of the eastern right-of-way of Colonial Drive and the southern right-of-way of Harden Street, this being the POINT OF COMMENCEMENT #1 (P.O.C.#1), thence running in a southeastern direction along the western right-of-way of Harden Street and the properties now or formerly of Bullstreet Development II, LLC and Tellus Delaware, LLC for an approximate distance of 475 feet to a 5/8" Rebar (o); thence turning and running S 20°01'20" E along the western right-of-way of Harden Street and Parcel 1 for a distance of 282.82 feet to a 5/8" Rebar (o); thence turning and running S 20°05'27" E along the western right-of-way of Harden Street and Parcel 2 for a distance of 223.73 feet to a 5/8" Rebar (o); thence turning and running S 70°01'58" W along Parcels 2 and 1"-4 for a distance of 591.36 feet to a PK Nail (o) (P.O.B.#4); thence turning and running on a curve having a radius of 900.00 feet, and arc distance of 257.09 feet to a 5/8" Rebar (o) (said curve having a chord bearing of S 28°20'03" E and a chord distance of 256.21 feet); thence turning and running on a curve having a radius of 650.00 feet, and arc distance of 83.02 feet to a Point (said curve having a chord bearing of S 32°51'58" E and a chord distance of 82.96 feet), this being the POINT OF COMMENCEMENT #5 (P.O.C.#5); thence turning and running on a curve having a radius of 650.00 feet, and arc distance of 16.47 feet to a Point (said curve having a chord bearing of S 28°28'53" E and a chord distance of 16.47 feet), this being the POINT OF BEGINNING #5 (P.O.B.#5); thence on a curve having a radius of 650.00 feet, and arc distance of 10.41 feet to a Point (P.O.C.#6) (said curve having a chord bearing of S 27°17'48" E and a chord distance of 10.41 feet); thence turning and running S 78°52'06" W, a distance of 27.73 feet to a Point; thence turning and running N 30°25'06" W for a distance of 52.49 feet to a Point; thence turning and running N 26°04'10" W for a distance of 8.11 feet to a Point; thence turning and running N 58°35'00" E for a distance of 11.65 feet to a Point; thence turning and running S 31°25'00" E for a distance of 10.00 feet to a Point; thence turning and running S 58°35'00" W for a distance of 2.44 feet to a Point; thence turning and running S 30°25'06" E for a distance of 43.64 feet to a Point; thence turning and running N 78°52'06" E for a distance of 17.74 feet to a Point, this being the POINT OF BEGINNING #5 (P.O.B.#5).

EASEMENT AREA #6:

Commencing from a point at the intersection of the eastern right-of-way of Colonial Drive and the southern right-of-way of Harden Street, this being the POINT OF COMMENCEMENT #1 (P.O.C.#1), thence running in a southeastern direction along the western right-of-way of Harden Street and the properties now or formerly of Bullstreet Development II, LLC and Tellus Delaware, LLC for an approximate distance of 475 feet to a 5/8" Rebar (o); thence turning and running S 20°01'20" E along the western right-of-way of Harden Street and Parcel 1 for a distance of 282.82 feet to a 5/8" Rebar (o); thence turning and running S 20°05'27" E along the western right-of-way of Harden Street and Parcel 2 for a distance of 223.73 feet to a 5/8" Rebar (o); thence turning and running S 70°01'58" W along Parcels 2 and 1"-4 for a distance of 591.36 feet to a PK Nail (o) (P.O.B.#4); thence turning and running on a curve having a radius of 900.00 feet, and arc distance of 257.09 feet to a 5/8" Rebar (o) (said curve having a chord bearing of S 28°20'03" E and a chord distance of 256.21 feet); thence turning and running on a curve having a radius of 650.00 feet, and arc distance of 83.02 feet to a Point (P.O.C.#5) (said curve having a chord bearing of S 32°51'58" E and a chord distance of 82.96 feet); thence turning and running on a curve having a radius of 650.00 feet, and arc distance of 16.47 feet to a Point (P.O.B.#5) (said curve having a chord bearing of S 28°28'53" E and a chord distance of 16.47 feet); thence on a curve having a radius of 650.00 feet, and arc distance of 10.41 feet to a Point (said curve having a chord bearing of S 27°17'48" E and a chord distance of 10.41 feet), this being the POINT OF COMMENCEMENT #6 (P.O.C.#6); thence on a curve having a radius of 650.00 feet, and arc distance of 64.92 feet to a Point (said curve having a chord bearing of S 23°58'36" E and a chord distance of 64.89 feet), this being the POINT OF BEGINNING #6 (P.O.B.#6); thence along a curve having a radius of 650.00 feet, and arc distance of 111.81 feet to a Point (said curve having a chord bearing of S 16°11'15" E and a chord distance of 111.67 feet); thence turning and running N 16°11'15" W, a distance of 111.67 feet to a Point, this being the POINT OF BEGINNING #6 (P.O.B.#6).

Line Table		
Line #	Length	Direction
L1	69.44'	S69°39'01"W
L2	42.76'	N20°05'01"W
L3	126.90'	N6°55'32"W
L4	161.41'	N20°27'20"W
L5	44.67'	N73°18'49"W
L6	100.20'	S83°17'13"W
L7	33.08'	S72°11'50"W
L8	15.88'	S53°43'53"W
L9	4.54'	S69°31'36"W
L10	23.18'	S20°35'27"E
L11	10.17'	N69°31'36"E
L12	14.39'	N20°28'24"W
L13	11.19'	N53°43'53"E
L14	30.49'	N72°11'50"E
L15	97.16'	N83°17'13"E
L16	37.63'	S73°18'49"E
L17	155.25'	S20°27'20"E
L18	126.86'	S6°55'32"E
L19	43.95'	S20°05'01"E
L20	97.18'	S69°46'17"W
L21	119.46'	S68°41'08"W
L22	39.70'	N20°55'09"W
L23	10.00'	S69°04'51"W
L24	39.60'	S20°55'09"E
L25	74.75'	S70°32'57"W

Line Table		
Line #	Length	Direction
L26	91.28'	S85°17'35"W
L27	52.68'	S78°28'17"W
L28	43.14'	S74°20'59"W
L29	98.14'	N17°26'36"W
L30	103.57'	N28°41'27"W
L31	43.11'	N34°26'52"W
L32	106.53'	N40°31'23"W
L33	90.07'	N41°46'00"W
L34	30.07'	N49°54'37"E
L35	54.41'	N38°50'20"E
L36	64.85'	N36°29'05"E
L37	10.27'	N40°23'45"W
L38	66.98'	S36°29'05"W
L39	53.24'	S38°50'20"W
L40	29.55'	S49°54'37"W
L41	17.98'	N43°39'27"W
L42	78.14'	S44°12'20"E
L43	19.77'	S40°31'23"E
L44	42.07'	S34°26'52"E
L45	102.08'	S28°41'27"E
L46	96.98'	S17°26'36"E
L47	7.16'	S72°49'00"W
L48	7.60'	N72°49'00"E
L49	40.74'	S16°34'27"E
L50	67.06'	S7°58'32"E

Line Table		
Line #	Length	Direction
L51	114.73'	N7°58'32"W
L52	41.47'	N16°34'27"W
L53	42.55'	N74°20'59"E
L54	51.72'	N78°28'17"E
L55	91.98'	N85°17'35"E
L56	76.24'	N70°32'57"E
L57	25.23'	S20°51'12"E
L58	10.00'	N69°44'48"E
L59	25.25'	N20°51'12"W
L60	119.49'	N68°41'08"E
L61	97.08'	N69°46'17"E
L62	19.92'	S20°13'59"E
L63	47.05'	S14°42'52"E
L64	29.20'	S30°07'10"W
L65	57.01'	S18°50'42"E
L66	10.00'	N71°09'18"E
L67	52.46'	N18°50'42"W
L68	28.77'	N30°07'10"E
L69	51.66'	N14°42'52"W
L70	20.42'	N20°13'59"W
L71	36.45'	N69°39'01"E
L72	19.73'	S20°35'45"E
L73	10.00'	N69°24'15"E
L74	19.69'	N20°35'45"W
L75	22.98'	N69°39'01"E

Line Table		
Line #	Length	Direction
L76	10.00'	N20°05'27"W
L77	18.92'	N66°27'28"E
L78	10.00'	S23°32'32"E
L79	18.11'	S66°27'28"W
L80	37.61'	S41°50'39"E
L81	96.92'	S37°12'28"E
L82	29.77'	S27°10'59"E
L83	183.02'	S16°11'15"E
L84	21.93'	N76°08'43"E
L85	10.00'	S13°51'17"E
L86	22.27'	S76°08'43"W
L87	132.23'	S7°20'00"E
L88	10.00'	S82°40'00"W
L89	131.28'	N7°20'00"W
L90	3.89'	S78°07'17"W
L91	3.26'	N78°07'17"E
L92	29.98'	N16°11'15"W
L93	39.81'	N16°11'15"W
L94	24.57'	N27°10'59"W
L95	4.12'	S78°52'06"W
L96	2.78'	N78°52'06"E
L97	17.50'	N37°12'28"W
L98	27.70'	S7°58'32"E
L99	15.85'	S21°20'54"E
L100	36.54'	S30°30'09"E

Line Table		
Line #	Length	Direction
L101	20.58'	S25°29'20"E
L102	4.91'	N66°27'28"E
L103	5.52'	S66°27'28"W
L104	40.51'	S23°59'49"E
L105	61.72'	S41°50'39"E
L106	70.60'	N37°12'28"W
L107	100.50'	N41°50'39"W
L108	42.07'	N23°59'49"W
L109	19.57'	S65°25'58"W
L110	20.15'	S65°25'58"W
L111	19.89'	N25°29'20"W
L112	36.90'	N30°30'09"W
L113	17.82'	N21°20'54"W
L114	48.90'	N7°58'32"W
L115	5.29'	N70°01'58"E
L116	27.73'	S78°52'06"W
L117	52.49'	N30°25'06"W
L118	8.11'	N26°04'10"W
L119	11.65'	N58°35'00"E
L120	10.00'	S31°25'00"E
L121	2.44'	S58°35'00"W
L122	43.64'	S30°25'06"E
L123	17.74'	N78°52'06"E
L124	111.67'	N16°11'15"W

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length
C1	9.40'	2331.77'	0°13'51"	S41°48'13"W	9.40'
C2	125.17'	750.00'	9°33'45"	S39°25'37"E	125.03'
C3	10.01'	750.00'	0°45'53"	S14°29'40"E	10.01'
C4	47.82'	900.00'	3°02'39"	S20°00'26"E	47.81'
C5	10.03'	900.00'	0°38'19"	N28°10'48"W	10.03'
C6	10.02'	650.00'	0°53'00"	N8°10'52"W	10.02'
C7	111.81'	650.00'	9°51'20"	N16°11'15"W	111.67'

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length
C8	10.41'	650.00'	0°55'

LEGAL DESCRIPTIONS:

EASEMENT AREA #1:

Commencing from a point at the intersection of the eastern right-of-way of Colonial Drive and the southern right-of-way of Harden Street, this being the POINT OF COMMENCEMENT #1 (P.O.C.#1), thence running in a southeastern direction along the western right-of-way of Harden Street and the properties now or formerly of Bullstreet Development II, LLC and Tellus Delaware, LLC for an approximate distance of 475 feet to a 5/8" Rebar (o); thence turning and running S 20°01'20" E along the western right-of-way of Harden Street for a distance of 282.82 feet to a 5/8" Rebar (o); thence turning and running S 20°05'27" E along the western right-of-way of Harden Street for a distance of 113.62 feet to a Point, this being the POINT OF BEGINNING #1 (P.O.B.#1); thence turning and running S 69°39'01" W, a distance of 69.44 feet to a Point; thence turning and running N 20°05'01" W, a distance of 42.76 feet to a Point; thence turning and running N 06°55'32" W, a distance of 126.90 feet to a Point; thence turning and running N 20°27'20" W, a distance of 161.41 feet to a Point; thence turning and running N 73°18'49" W, a distance of 44.67 feet to a Point; thence turning and running S 83°17'13" W, a distance of 100.20 feet to a Point; thence turning and running S 72°11'50" W, a distance of 33.08 feet to a Point; thence turning and running S 53°43'53" W, a distance of 15.88 feet to a Point; thence turning and running S 69°31'36" W, a distance of 4.54 feet to a Point; thence turning and running S 73°18'49" E, a distance of 37.63 feet to a Point; thence turning and running N 20°28'24" W, a distance of 14.39 feet to a Point; thence turning and running N 53°43'53" E, a distance of 11.19 feet to a Point; thence turning and running N 72°11'50" E, a distance of 30.49 feet to a Point; thence turning and running N 83°17'13" E, a distance of 97.16 feet to a Point; thence turning and running S 73°18'49" E, a distance of 37.63 feet to a Point; thence turning and running S 20°27'20" E, a distance of 155.25 feet to a Point; thence turning and running S 06°55'32" E, a distance of 126.86 feet to a Point; thence turning and running S 20°05'01" E, a distance of 43.95 feet to a Point; thence turning and running S 69°46'17" W, a distance of 97.18 feet to a Point; thence turning and running S 68°41'08" W, a distance of 119.46 feet to a Point; thence turning and running N 20°55'09" W, a distance of 39.70 feet to a Point; thence turning and running S 69°04'51" W, a distance of 10.00 feet to a Point; thence turning and running S 20°55'09" E, a distance of 39.60 feet to a Point; thence turning and running S 70°32'57" W, a distance of 74.75 feet to a Point; thence turning and running S 85°17'35" W, a distance of 91.28 feet to a Point; thence turning and running S 78°28'17" W, a distance of 52.68 feet to a Point; thence turning and running S 74°20'59" W, a distance of 43.14 feet to a Point; thence turning and running N 17°26'36" W, a distance of 98.14 feet to a Point; thence turning and running N 28°41'27" W, a distance of 103.57 feet to a Point; thence turning and running N 34°26'52" W, a distance of 43.11 feet to a Point; thence turning and running N 40°31'23" W, a distance of 106.53 feet to a Point; thence turning and running N 41°46'00" W, a distance of 90.07 feet to a Point; thence turning and running N 49°54'37" E, a distance of 30.07 feet to a Point; thence turning and running N 38°50'20" E, a distance of 54.41 feet to a Point; thence turning and running N 36°29'05" E, a distance of 64.85 feet to a Point; thence turning and running N 40°23'45" W, a distance of 10.27 feet to a Point; thence turning and running S 36°29'05" W, a distance of 66.98 feet to a Point; thence turning and running S 38°50'20" W, a distance of 53.24 feet to a Point; thence turning and running S 49°54'37" W, a distance of 29.55 feet to a Point; thence turning and running N 43°39'27" W, a distance of 17.98 feet to a Point; thence turning and running on a curve having a radius of 2,331.77 feet, and arc distance of 9.40 feet to an "X" on Conc. (o) (said curve having a chord bearing of S 41°48'13" W and a chord distance of 9.40 feet); thence turning and running S 44°12'20" E, a distance of 78.14 feet to a PK Nail (o); thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 125.17 feet to a Point (said curve having a chord bearing of S 39°25'37" E and a chord distance of 125.03 feet); thence turning and running S 40°31'23" E, a distance of 19.77 feet to a Point; thence turning and running S 34°26'52" E, a distance of 42.07 feet to a Point; thence turning and running S 28°41'27" E, a distance of 102.08 feet to a Point; thence turning and running S 17°26'36" E, a distance of 96.98 feet to a Point; thence turning and running S 72°49'00" W, a distance of 7.16 feet to a Point; thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 10.01 feet to a Point (said curve having a chord bearing of S 14°29'40" E and a chord distance of 10.01 feet); thence turning and running N 72°49'00" E, a distance of 7.60 feet to a Point; thence turning and running S 16°34'27" E, a distance of 40.74 feet to a Point; thence turning and running S 07°58'32" E, a distance of 67.06 feet to a Point; thence turning and running on a curve having a radius of 900.00 feet, and arc distance of 47.82 feet to a POINT OF BEGINNING #2 (said curve having a chord bearing of S 20°02'26" E and a chord distance of 47.81 feet); thence turning and running N 07°58'32" W, a distance of 114.73 feet to a Point; thence turning and running N 16°34'27" W, a distance of 41.47 feet to a Point; thence turning and running N 74°20'59" E, a distance of 42.55 feet to a Point; thence turning and running N 78°28'17" E, a distance of 51.72 feet to a Point; thence turning and running N 85°17'35" E, a distance of 91.98 feet to a Point; thence turning and running N 70°32'57" E, a distance of 76.24 feet to a Point; thence turning and running S 20°13'12" E, a distance of 25.23 feet to a Point; thence turning and running N 69°44'48" E, a distance of 10.00 feet to a Point; thence turning and running N 20°15'12" W, a distance of 25.25 feet to a Point; thence turning and running N 68°41'08" E, a distance of 119.49 feet to a Point; thence turning and running N 69°46'17" E, a distance of 97.08 feet to a Point; thence turning and running S 20°13'59" E, a distance of 19.92 feet to a Point; thence turning and running S 14°42'52" E, a distance of 47.05 feet to a Point; thence turning and running S 30°07'10" W, a distance of 29.20 feet to a Point; thence turning and running S 18°50'42" E, a distance of 57.01 feet to a Point; thence turning and running N 71°09'18" E, a distance of 10.00 feet to a Point; thence turning and running N 18°50'42" W, a distance of 52.46 feet to a Point; thence turning and running N 30°07'10" E, a distance of 28.77 feet to a Point; thence turning and running N 14°42'52" W, a distance of 51.66 feet to a Point; thence turning and running N 20°13'59" W, a distance of 20.42 feet to a Point; thence turning and running N 69°39'01" E, a distance of 36.45 feet to a Point; thence turning and running S 20°35'45" E, a distance of 19.73 feet to a Point; thence turning and running N 69°24'15" E, a distance of 10.00 feet to a Point; thence turning and running N 20°35'45" W, a distance of 19.69 feet to a Point; thence turning and running N 69°39'01" E, a distance of 22.98 feet to a Point; thence turning and running N 20°05'27" W, a distance of 10.00 feet to a Point, this being the POINT OF BEGINNING #1 (P.O.B.#1).

EASEMENT AREA #2:

Commencing from a point at the intersection of the eastern right-of-way of Colonial Drive and the southern right-of-way of Harden Street, this being the POINT OF COMMENCEMENT #1 (P.O.C.#1), thence running in a southeastern direction along the western right-of-way of Harden Street and the properties now or formerly of Bullstreet Development II, LLC and Tellus Delaware, LLC for an approximate distance of 475 feet to a 5/8" Rebar (o); thence turning and running S 20°01'20" E along the western right-of-way of Harden Street for a distance of 282.82 feet to a 5/8" Rebar (o); thence turning and running S 20°05'27" E along the western right-of-way of Harden Street for a distance of 113.62 feet to a Point (P.O.B.#1); thence turning and running S 69°39'01" W, a distance of 69.44 feet to a Point; thence turning and running N 20°05'01" W, a distance of 42.76 feet to a Point; thence turning and running N 06°55'32" W, a distance of 126.90 feet to a Point; thence turning and running N 20°27'20" W, a distance of 161.41 feet to a Point; thence turning and running N 73°18'49" W, a distance of 44.67 feet to a Point; thence turning and running S 83°17'13" W, a distance of 100.20 feet to a Point; thence turning and running S 72°11'50" W, a distance of 33.08 feet to a Point; thence turning and running S 53°43'53" W, a distance of 15.88 feet to a Point; thence turning and running S 69°31'36" W, a distance of 4.54 feet to a Point; thence turning and running S 73°18'49" E, a distance of 37.63 feet to a Point; thence turning and running N 20°28'24" W, a distance of 14.39 feet to a Point; thence turning and running N 53°43'53" E, a distance of 11.19 feet to a Point; thence turning and running N 72°11'50" E, a distance of 30.49 feet to a Point; thence turning and running N 83°17'13" E, a distance of 97.16 feet to a Point; thence turning and running S 73°18'49" E, a distance of 37.63 feet to a Point; thence turning and running S 20°27'20" E, a distance of 155.25 feet to a Point; thence turning and running S 06°55'32" E, a distance of 126.86 feet to a Point; thence turning and running S 20°05'01" E, a distance of 43.95 feet to a Point; thence turning and running S 69°46'17" W, a distance of 97.18 feet to a Point; thence turning and running S 68°41'08" W, a distance of 119.46 feet to a Point; thence turning and running N 20°55'09" W, a distance of 39.70 feet to a Point; thence turning and running S 69°04'51" W, a distance of 10.00 feet to a Point; thence turning and running S 20°55'09" E, a distance of 39.60 feet to a Point; thence turning and running S 70°32'57" W, a distance of 74.75 feet to a Point; thence turning and running S 85°17'35" W, a distance of 91.28 feet to a Point; thence turning and running S 78°28'17" W, a distance of 52.68 feet to a Point; thence turning and running S 74°20'59" W, a distance of 43.14 feet to a Point; thence turning and running N 17°26'36" W, a distance of 98.14 feet to a Point; thence turning and running N 28°41'27" W, a distance of 103.57 feet to a Point; thence turning and running N 34°26'52" W, a distance of 43.11 feet to a Point; thence turning and running N 40°31'23" W, a distance of 106.53 feet to a Point; thence turning and running N 41°46'00" W, a distance of 90.07 feet to a Point; thence turning and running N 49°54'37" E, a distance of 30.07 feet to a Point; thence turning and running N 38°50'20" E, a distance of 54.41 feet to a Point; thence turning and running N 36°29'05" E, a distance of 64.85 feet to a Point; thence turning and running N 40°23'45" W, a distance of 10.27 feet to a Point; thence turning and running S 36°29'05" W, a distance of 66.98 feet to a Point; thence turning and running S 38°50'20" W, a distance of 53.24 feet to a Point; thence turning and running S 49°54'37" W, a distance of 29.55 feet to a Point; thence turning and running N 43°39'27" W, a distance of 17.98 feet to a Point; thence turning and running on a curve having a radius of 2,331.77 feet, and arc distance of 9.40 feet to an "X" on Conc. (o) (said curve having a chord bearing of S 41°48'13" W and a chord distance of 9.40 feet); thence turning and running S 44°12'20" E, a distance of 78.14 feet to a PK Nail (o); thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 125.17 feet to a Point (said curve having a chord bearing of S 39°25'37" E and a chord distance of 125.03 feet); thence turning and running S 40°31'23" E, a distance of 19.77 feet to a Point; thence turning and running S 34°26'52" E, a distance of 42.07 feet to a Point; thence turning and running S 28°41'27" E, a distance of 102.08 feet to a Point; thence turning and running S 17°26'36" E, a distance of 96.98 feet to a Point; thence turning and running S 72°49'00" W, a distance of 7.16 feet to a Point; thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 10.01 feet to a Point (said curve having a chord bearing of S 14°29'40" E and a chord distance of 10.01 feet); thence turning and running N 72°49'00" E, a distance of 7.60 feet to a Point; thence turning and running S 16°34'27" E, a distance of 40.74 feet to a Point; thence turning and running S 07°58'32" E, a distance of 67.06 feet to a Point; thence turning and running on a curve having a radius of 900.00 feet, and arc distance of 47.82 feet to a POINT OF BEGINNING #2 (said curve having a chord bearing of S 20°02'26" E and a chord distance of 47.81 feet); thence turning and running N 07°58'32" W, a distance of 114.73 feet to a Point; thence turning and running N 16°34'27" W, a distance of 41.47 feet to a Point; thence turning and running N 74°20'59" E, a distance of 42.55 feet to a Point; thence turning and running N 78°28'17" E, a distance of 51.72 feet to a Point; thence turning and running N 85°17'35" E, a distance of 91.98 feet to a Point; thence turning and running N 70°32'57" E, a distance of 76.24 feet to a Point; thence turning and running S 20°13'12" E, a distance of 25.23 feet to a Point; thence turning and running N 69°44'48" E, a distance of 10.00 feet to a Point; thence turning and running N 20°15'12" W, a distance of 25.25 feet to a Point; thence turning and running N 68°41'08" E, a distance of 119.49 feet to a Point; thence turning and running N 69°46'17" E, a distance of 97.08 feet to a Point; thence turning and running S 20°13'59" E, a distance of 19.92 feet to a Point; thence turning and running S 14°42'52" E, a distance of 47.05 feet to a Point; thence turning and running S 30°07'10" W, a distance of 29.20 feet to a Point; thence turning and running S 18°50'42" E, a distance of 57.01 feet to a Point; thence turning and running N 71°09'18" E, a distance of 10.00 feet to a Point; thence turning and running N 18°50'42" W, a distance of 52.46 feet to a Point; thence turning and running N 30°07'10" E, a distance of 28.77 feet to a Point; thence turning and running N 14°42'52" W, a distance of 51.66 feet to a Point; thence turning and running N 20°13'59" W, a distance of 20.42 feet to a Point; thence turning and running N 69°39'01" E, a distance of 36.45 feet to a Point; thence turning and running S 20°35'45" E, a distance of 19.73 feet to a Point; thence turning and running N 69°24'15" E, a distance of 10.00 feet to a Point; thence turning and running N 20°35'45" W, a distance of 19.69 feet to a Point; thence turning and running N 69°39'01" E, a distance of 22.98 feet to a Point; thence turning and running N 20°05'27" W, a distance of 10.00 feet to a Point, this being the POINT OF BEGINNING #1 (P.O.B.#1).

EASEMENT AREA #3:

Commencing from a point at the intersection of the eastern right-of-way of Colonial Drive and the southern right-of-way of Harden Street, this being the POINT OF COMMENCEMENT #1 (P.O.C.#1), thence running in a southeastern direction along the western right-of-way of Harden Street and the properties now or formerly of Bullstreet Development II, LLC and Tellus Delaware, LLC for an approximate distance of 475 feet to a 5/8" Rebar (o); thence turning and running S 20°01'20" E along the western right-of-way of Harden Street for a distance of 282.82 feet to a 5/8" Rebar (o); thence turning and running S 20°05'27" E along the western right-of-way of Harden Street for a distance of 113.62 feet to a Point (P.O.B.#1); thence turning and running S 69°39'01" W, a distance of 69.44 feet to a Point; thence turning and running N 20°05'01" W, a distance of 42.76 feet to a Point; thence turning and running N 06°55'32" W, a distance of 126.90 feet to a Point; thence turning and running N 20°27'20" W, a distance of 161.41 feet to a Point; thence turning and running N 73°18'49" W, a distance of 44.67 feet to a Point; thence turning and running S 83°17'13" W, a distance of 100.20 feet to a Point; thence turning and running S 72°11'50" W, a distance of 33.08 feet to a Point; thence turning and running S 53°43'53" W, a distance of 15.88 feet to a Point; thence turning and running S 69°31'36" W, a distance of 4.54 feet to a Point; thence turning and running S 73°18'49" E, a distance of 37.63 feet to a Point; thence turning and running N 20°28'24" W, a distance of 14.39 feet to a Point; thence turning and running N 53°43'53" E, a distance of 11.19 feet to a Point; thence turning and running N 72°11'50" E, a distance of 30.49 feet to a Point; thence turning and running N 83°17'13" E, a distance of 97.16 feet to a Point; thence turning and running S 73°18'49" E, a distance of 37.63 feet to a Point; thence turning and running S 20°27'20" E, a distance of 155.25 feet to a Point; thence turning and running S 06°55'32" E, a distance of 126.86 feet to a Point; thence turning and running S 20°05'01" E, a distance of 43.95 feet to a Point; thence turning and running S 69°46'17" W, a distance of 97.18 feet to a Point; thence turning and running S 68°41'08" W, a distance of 119.46 feet to a Point; thence turning and running N 20°55'09" W, a distance of 39.70 feet to a Point; thence turning and running S 69°04'51" W, a distance of 10.00 feet to a Point; thence turning and running S 20°55'09" E, a distance of 39.60 feet to a Point; thence turning and running S 70°32'57" W, a distance of 74.75 feet to a Point; thence turning and running S 85°17'35" W, a distance of 91.28 feet to a Point; thence turning and running S 78°28'17" W, a distance of 52.68 feet to a Point; thence turning and running S 74°20'59" W, a distance of 43.14 feet to a Point; thence turning and running N 17°26'36" W, a distance of 98.14 feet to a Point; thence turning and running N 28°41'27" W, a distance of 103.57 feet to a Point; thence turning and running N 34°26'52" W, a distance of 43.11 feet to a Point; thence turning and running N 40°31'23" W, a distance of 106.53 feet to a Point; thence turning and running N 41°46'00" W, a distance of 90.07 feet to a Point; thence turning and running N 49°54'37" E, a distance of 30.07 feet to a Point; thence turning and running N 38°50'20" E, a distance of 54.41 feet to a Point; thence turning and running N 36°29'05" E, a distance of 64.85 feet to a Point; thence turning and running N 40°23'45" W, a distance of 10.27 feet to a Point; thence turning and running S 36°29'05" W, a distance of 66.98 feet to a Point; thence turning and running S 38°50'20" W, a distance of 53.24 feet to a Point; thence turning and running S 49°54'37" W, a distance of 29.55 feet to a Point; thence turning and running N 43°39'27" W, a distance of 17.98 feet to a Point; thence turning and running on a curve having a radius of 2,331.77 feet, and arc distance of 9.40 feet to an "X" on Conc. (o) (said curve having a chord bearing of S 41°48'13" W and a chord distance of 9.40 feet); thence turning and running S 44°12'20" E, a distance of 78.14 feet to a PK Nail (o); thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 125.17 feet to a Point (said curve having a chord bearing of S 39°25'37" E and a chord distance of 125.03 feet); thence turning and running S 40°31'23" E, a distance of 19.77 feet to a Point; thence turning and running S 34°26'52" E, a distance of 42.07 feet to a Point; thence turning and running S 28°41'27" E, a distance of 102.08 feet to a Point; thence turning and running S 17°26'36" E, a distance of 96.98 feet to a Point; thence turning and running S 72°49'00" W, a distance of 7.16 feet to a Point; thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 10.01 feet to a Point (said curve having a chord bearing of S 14°29'40" E and a chord distance of 10.01 feet); thence turning and running N 72°49'00" E, a distance of 7.60 feet to a Point; thence turning and running S 16°34'27" E, a distance of 40.74 feet to a Point; thence turning and running S 07°58'32" E, a distance of 67.06 feet to a Point; thence turning and running on a curve having a radius of 900.00 feet, and arc distance of 47.82 feet to a POINT OF BEGINNING #2 (said curve having a chord bearing of S 20°02'26" E and a chord distance of 47.81 feet); thence turning and running N 07°58'32" W, a distance of 114.73 feet to a Point; thence turning and running N 16°34'27" W, a distance of 41.47 feet to a Point; thence turning and running N 74°20'59" E, a distance of 42.55 feet to a Point; thence turning and running N 78°28'17" E, a distance of 51.72 feet to a Point; thence turning and running N 85°17'35" E, a distance of 91.98 feet to a Point; thence turning and running N 70°32'57" E, a distance of 76.24 feet to a Point; thence turning and running S 20°13'12" E, a distance of 25.23 feet to a Point; thence turning and running N 69°44'48" E, a distance of 10.00 feet to a Point; thence turning and running N 20°15'12" W, a distance of 25.25 feet to a Point; thence turning and running N 68°41'08" E, a distance of 119.49 feet to a Point; thence turning and running N 69°46'17" E, a distance of 97.08 feet to a Point; thence turning and running S 20°13'59" E, a distance of 19.92 feet to a Point; thence turning and running S 14°42'52" E, a distance of 47.05 feet to a Point; thence turning and running S 30°07'10" W, a distance of 29.20 feet to a Point; thence turning and running S 18°50'42" E, a distance of 57.01 feet to a Point; thence turning and running N 71°09'18" E, a distance of 10.00 feet to a Point; thence turning and running N 18°50'42" W, a distance of 52.46 feet to a Point; thence turning and running N 30°07'10" E, a distance of 28.77 feet to a Point; thence turning and running N 14°42'52" W, a distance of 51.66 feet to a Point; thence turning and running N 20°13'59" W, a distance of 20.42 feet to a Point; thence turning and running N 69°39'01" E, a distance of 36.45 feet to a Point; thence turning and running S 20°35'45" E, a distance of 19.73 feet to a Point; thence turning and running N 69°24'15" E, a distance of 10.00 feet to a Point; thence turning and running N 20°35'45" W, a distance of 19.69 feet to a Point; thence turning and running N 69°39'01" E, a distance of 22.98 feet to a Point; thence turning and running N 20°05'27" W, a distance of 10.00 feet to a Point, this being the POINT OF BEGINNING #1 (P.O.B.#1).

EASEMENT AREA #4:

Commencing from a point at the intersection of the eastern right-of-way of Colonial Drive and the southern right-of-way of Harden Street, this being the POINT OF COMMENCEMENT #1 (P.O.C.#1), thence running in a southeastern direction along the western right-of-way of Harden Street and the properties now or formerly of Bullstreet Development II, LLC and Tellus Delaware, LLC for an approximate distance of 475 feet to a 5/8" Rebar (o); thence turning and running S 20°01'20" E along the western right-of-way of Harden Street and Parcel 1 for a distance of 282.82 feet to a 5/8" Rebar (o); thence turning and running S 20°05'27" E along the western right-of-way of Harden Street and Parcel 2 for a distance of 113.62 feet to a Point (P.O.B.#1); thence turning and running S 69°39'01" W, a distance of 69.44 feet to a Point; thence turning and running N 20°05'01" W, a distance of 42.76 feet to a Point; thence turning and running N 06°55'32" W, a distance of 126.90 feet to a Point; thence turning and running N 20°27'20" W, a distance of 161.41 feet to a Point; thence turning and running N 73°18'49" W, a distance of 44.67 feet to a Point; thence turning and running S 83°17'13" W, a distance of 100.20 feet to a Point; thence turning and running S 72°11'50" W, a distance of 33.08 feet to a Point; thence turning and running S 53°43'53" W, a distance of 15.88 feet to a Point; thence turning and running S 69°31'36" W, a distance of 4.54 feet to a Point; thence turning and running S 73°18'49" E, a distance of 37.63 feet to a Point; thence turning and running N 20°28'24" W, a distance of 14.39 feet to a Point; thence turning and running N 53°43'53" E, a distance of 11.19 feet to a Point; thence turning and running N 72°11'50" E, a distance of 30.49 feet to a Point; thence turning and running N 83°17'13" E, a distance of 97.16 feet to a Point; thence turning and running S 73°18'49" E, a distance of 37.63 feet to a Point; thence turning and running S 20°27'20" E, a distance of 155.25 feet to a Point; thence turning and running S 06°55'32" E, a distance of 126.86 feet to a Point; thence turning and running S 20°05'01" E, a distance of 43.95 feet to a Point; thence turning and running S 69°46'17" W, a distance of 97.18 feet to a Point; thence turning and running S 68°41'08" W, a distance of 119.46 feet to a Point; thence turning and running N 20°55'09" W, a distance of 39.70 feet to a Point; thence turning and running S 69°04'51" W, a distance of 10.00 feet to a Point; thence turning and running S 20°55'09" E, a distance of 39.60 feet to a Point; thence turning and running S 70°32'57" W, a distance of 74.75 feet to a Point; thence turning and running S 85°17'35" W, a distance of 91.28 feet to a Point; thence turning and running S 78°28'17" W, a distance of 52.68 feet to a Point; thence turning and running S 74°20'59" W, a distance of 43.14 feet to a Point; thence turning and running N 17°26'36" W, a distance of 98.14 feet to a Point; thence turning and running N 28°41'27" W, a distance of 103.57 feet to a Point; thence turning and running N 34°26'52" W, a distance of 43.11 feet to a Point; thence turning and running N 40°31'23" W, a distance of 106.53 feet to a Point; thence turning and running N 41°46'00" W, a distance of 90.07 feet to a Point; thence turning and running N 49°54'37" E, a distance of 30.07 feet to a Point; thence turning and running N 38°50'20" E, a distance of 54.41 feet to a Point; thence turning and running N 36°29'05" E, a distance of 64.85 feet to a Point; thence turning and running N 40°23'45" W, a distance of 10.27 feet to a Point; thence turning and running S 36°29'05" W, a distance of 66.98 feet to a Point; thence turning and running S 38°50'20" W, a distance of 53.24 feet to a Point; thence turning and running S 49°54'37" W, a distance of 29.55 feet to a Point; thence turning and running N 43°39'27" W, a distance of 17.98 feet to a Point; thence turning and running on a curve having a radius of 2,331.77 feet, and arc distance of 9.40 feet to an "X" on Conc. (o) (said curve having a chord bearing of S 41°48'13" W and a chord distance of 9.40 feet); thence turning and running S 44°12'20" E, a distance of 78.14 feet to a PK Nail (o); thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 125.17 feet to a Point (said curve having a chord bearing of S 39°25'37" E and a chord distance of 125.03 feet); thence turning and running S 40°31'23" E, a distance of 19.77 feet to a Point; thence turning and running S 34°26'52" E, a distance of 42.07 feet to a Point; thence turning and running S 28°41'27" E, a distance of 102.08 feet to a Point; thence turning and running S 17°26'36" E, a distance of 96.98 feet to a Point; thence turning and running S 72°49'00" W, a distance of 7.16 feet to a Point; thence turning and running on a curve having a radius of 750.00 feet, and arc distance of 10.01 feet to a Point (said curve having a chord bearing of S 14°29'40" E and a chord distance of 10.01 feet); thence turning and running N 72°49'00" E, a distance of 7.60 feet to a Point; thence turning and running S 16°34'27" E, a distance of 40.74 feet to a Point; thence turning and running S 07°58'32" E, a distance of 67.06 feet to a Point; thence turning and running on a curve having a radius of 900.00 feet, and arc distance of 47.82 feet to a POINT OF BEGINNING #2 (P.O.B.#2); thence turning and running N 07°58'32" W, a distance of 114.73 feet to a Point; thence turning and running N 16°34'27" W, a distance of 41.47 feet to a Point; thence turning and running N 74°20'59" E, a distance of 42.55 feet to a Point; thence turning and running N 78°28'17" E, a distance of 51.72 feet to a Point; thence turning and running N 85°17'35" E, a distance of 91.98 feet to a Point; thence turning and running N 70°32'57" E, a distance of 76.24 feet to a Point; thence turning and running S 20°13'12" E, a distance of 25.23 feet to a Point; thence turning and running N 69°44'48" E, a distance of 10.00 feet to a Point; thence turning and running N 20°15'12" W, a distance of 25.25 feet to a Point; thence turning and running N 68°41'08" E, a distance of 119.49 feet to a Point; thence turning and running N 69°46'17" E, a distance of 97.08 feet to a Point; thence turning and running S 20°13'59" E, a distance of 19.92 feet to a Point; thence turning and running S 14°42'52" E, a distance of 47.05 feet to a Point; thence turning and running S 30°07'10" W, a distance of 29.20 feet to a Point; thence turning and running S 18°50'42" E, a distance of 57.01 feet to a Point; thence turning and running N 71°09'18" E, a distance of 10.00 feet to a Point; thence turning and running N 18°50'42" W, a distance of 52.46 feet to a Point; thence turning and running N 30°07'10" E, a distance of 28.77 feet to a Point; thence turning and running N 14°42'52" W, a distance of 51.66 feet to a Point; thence turning and running N 20°13'59" W, a distance of 20.42 feet to a Point; thence turning and running N 69°39'01" E, a distance of 36.45 feet to a Point; thence turning and running S 20°35'45" E, a distance of 19.73 feet to a Point; thence turning and running N 69°24'15" E, a distance of 10.00 feet to a Point; thence turning and running N 20°35'45" W, a distance of 19.69 feet to a Point; thence turning and running N 69°39'01" E, a distance of 22.98 feet to a Point; thence turning and running N 20°05'27" W, a distance of 10.00 feet to a Point, this being the POINT OF BEGINNING #1 (P.O.B.#1).

EASEMENT AREA #5:

Commencing from a point at the intersection of the eastern right-of-way of Colonial Drive and the southern right-of-way of Harden Street, this being the POINT OF COMMENCEMENT #1 (P.O.C.#1), thence running in a southeastern direction along the western right-of-way of Harden Street and the properties now or formerly of Bullstreet Development II, LLC and Tellus Delaware, LLC for an approximate distance of 475 feet to a 5/8" Rebar (o); thence turning and running S 20°01'20" E along the western right-of-way of Harden Street and Parcel 1 for a distance of 282.82 feet to a 5/8" Rebar (o); thence turning and running S 20°05'27" E along the western right-of-way of Harden Street and Parcel 2 for a distance of 223.73 feet to a 5/8" Rebar (o); thence turning and running S 70°01'58" W along Parcels 2 and 1"-4 for a distance of 591.36 feet to a PK Nail (o) (P.O.B.#4); thence turning and running on a curve having a radius of 900.00 feet, and arc distance of 257.09 feet to a 5/8" Rebar (o) (said curve having a chord bearing of S 28°20'03" E and a chord distance of 256.21 feet); thence turning and running on a curve having a radius of 650.00 feet, and arc distance of 83.02 feet to a Point (said curve having a chord bearing of S 32°51'58" E and a chord distance of 82.96 feet); thence turning and running on a curve having a radius of 650.00 feet, and arc distance of 16.47 feet to a Point (said curve having a chord bearing of S 28°28'53" E and a chord distance of 16.47 feet), this being the POINT OF BEGINNING #5 (P.O.B.#5); thence on a curve having a radius of 650.00 feet, and arc distance of 10.41 feet to a Point (P.O.C.#6) (said curve having a chord bearing of S 27°17'48" E and a chord distance of 10.41 feet); thence turning and running S 78°52'06" W, a distance of 27.73 feet to a Point; thence turning and running N 30°25'06" W for a distance of 52.49 feet to a Point; thence turning and running N 26°04'10" W for a distance of 8.11 feet to a Point; thence turning and running N 58°35'00" E for a distance of 11.65 feet to a Point; thence turning and running S 31°25'00" E for a distance of 10.00 feet to a Point; thence turning and running S 58°35'00" W for a distance of 2.44 feet to a Point; thence turning and running S 30°25'06" E for a distance of 43.64 feet to a Point; thence turning and running N 78°52'06" E for a distance of 17.74 feet to a Point, this being the POINT OF BEGINNING #5 (P.O.B.#5).

EASEMENT AREA #6:

Commencing from a point at the intersection of the eastern right-of-way of Colonial Drive and the southern right-of-way of Harden Street, this being the POINT OF COMMENCEMENT #1 (P.O.C.#1), thence running in a southeastern direction along the western right-of-way of Harden Street and the properties now or formerly of Bullstreet Development II, LLC and Tellus Delaware, LLC for an approximate distance of 475 feet to a 5/8" Rebar (o); thence turning and running S 20°01'20" E along the western right-of-way of Harden Street and Parcel 1 for a distance of 282.82 feet to a 5/8" Rebar (o); thence turning and running S 20°05'27" E along the western right-of-way of Harden Street and Parcel 2 for a distance of 223.73 feet to a 5/8" Rebar (o); thence turning and running S 70°01'58" W along Parcels 2 and 1"-4 for a distance of 591.36 feet to a PK Nail (o) (P.O.B.#4); thence turning and running on a curve having a radius of 900.00 feet, and arc distance of 257.09 feet to a 5/8" Rebar (o) (said curve having a chord bearing of S 28°20'03" E and a chord distance of 256.21 feet); thence turning and running on a curve having a radius of 650.00 feet, and arc distance of 83.02 feet to a Point (P.O.C.#5) (said curve having a chord bearing of S 32°51'58" E and a chord distance of 82.96 feet); thence turning and running on a curve having a radius of 650.00 feet, and arc distance of 16.47 feet to a Point (P.O.B.#5) (said curve having a chord bearing of S 28°28'53" E and a chord distance of 16.47 feet); thence on a curve having a radius of 650.00 feet, and arc distance of 64.92 feet to a Point (said curve having a chord bearing of S 23°58'36" E and a chord distance of 64.89 feet), this being the POINT OF BEGINNING #6 (P.O.B.#6); thence along a curve having a radius of 650.00 feet, and arc distance of 111.81 feet to a Point (said curve having a chord bearing of S 16°11'15" E and a chord distance of 111.67 feet); thence turning and running N 16°11'15" W, a distance of 111.67 feet to a Point, this being the POINT OF BEGINNING #6 (P.O.B.#6).

Line Table		
Line #	Length	Direction
L1	69.44'	S69°39'01"W
L2	42.76'	N20°05'01"W
L3	126.90'	N6°55'32"W
L4	161.41'	N20°27'20"W
L5	44.67'	N73°18'49"W
L6	100.20'	S83°17'13"W
L7	33.08'	S72°11'50"W
L8	15.88'	S53°43'53"W
L9	4.54'	S69°31'36"W
L10	23.18'	S20°35'27"E
L11	10.17'	N69°31'36"E
L12	14.39'	N20°28'24"W
L13	11.19'	N53°43'53"E
L14	30.49'	N72°11'50"E
L15	97.16'	N83°17'13"E
L16	37.63'	S73°18'49"E
L17	155.25'	S20°27'20"E
L18	126.86'	S6°55'32"E
L19	43.95'	S20°05'01"E
L20	97.18'	S69°46'17"W
L21	119.46'	S68°41'08"W
L22	39.70'	N20°55'09"W
L23	10.00'	S69°04'51"W
L24	39.60'	S20°55'09"E
L25	74.75'	S70°32'57"W

Line Table		
Line #	Length	Direction
L26	91.28'	S85°17'35"W
L27	52.68'	S78°28'17"W
L28	43.14'	S74°20'59"W
L29	98.14'	N17°26'36"W
L30	103.57'	N28°41'27"W
L31	43.11'	N34°26'52"W
L32	106.53'	N40°31'23"W
L33	90.07'	N41°46'00"W
L34	30.07'	N49°54'37"E
L35	54.41'	N38°50'20"E
L36	64.85'	N36°29'05"E
L37	10.27'	N40°23'45"W
L38	66.98'	S36°29'05"W
L39	53.24'	S38°50'20"W
L40	29.55'	S49°54'37"W
L41	17.98'	N43°39'27"W
L42	78.14'	S44°12'20"E
L43	19.77'	S40°31'23"E
L44	42.07'	S34°26'52"E
L45	102.08'	S28°41'27"E
L46	96.98'	S17°26'36"E
L47	7.16'	S72°49'00"W
L48	7.60'	N72°49'00"E
L49	40.74'	S16°34'27"E
L50	67.06'	S7°58'32"E

Line Table		
Line #	Length	Direction
L51	114.73'	N7°58'32"W
L52	41.47'	N16°34'27"W
L53	42.55'	N74°20'59"E
L54	51.72'	N78°28'17"E
L55	91.98'	N85°17'35"E
L56	76.24'	N70°32'57"E
L57	25.23'	S20°15'12"E
L58	10.00'	N69°44'48"E
L59	25.25'	N20°15'12"W
L60	119.49'	N68°41'08"E
L61	97.08'	N69°46'17"E
L62	19.92'	S20°13'59"E
L63	47.05'	S14°42'52"E
L64	29.20'	S30°07'10"W
L65	57.01'	S18°50'42"E
L66	10.00'	N71°09'18"E
L67	52.46'	N18°50'42"W
L68	28.77'	N30°07'10"E
L69	51.66'	N14°42'52"W
L70	20.42'	N20°13'59"W
L71	36.45'	N69°39'01"E
L72	19.73'	S20°35'45"E
L73	10.00'	N69°24'15"E
L74	19.69'	N20°35'45"W
L75	22.98'	N69°39'01"E

Line Table		
Line #	Length	Direction
L76	10.00'	N20°05'27"W
L77	18.92'	N66°27'28"E
L78	10.00'	S23°32'32"E
L79	18.11'	S66°27'28"W
L80	37.61'	S41°50'39"E
L81	96.92'	S37°12'28"E
L82	29.77'	S27°10'59"E
L83	183.02'	S16°11'15"E
L84	21.93'	N76°08'43"E
L85	10.00'	S13°51'17"E
L86	22

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: College of Charleston Student Housing, Charleston SC

On April 30, 2026, College of Charleston (College) approached the Department of Administration (Admin) indicating that they will need additional beds for the 26/27 academic year. As a result, Admin worked with them to quickly create a solicitation for student housing which was released on May 12, 2026, with proposals received on May 24, 2026. Admin also reached out to multiple hotels and property owners in the Charleston area to request they submit a proposal. A full agreement has not been reached.

The College of Charleston is projecting a need for up to two hundred seventy-five (275) beds in the Charleston area for the fall semester beginning August 1, 2026. The College desires to continue pursuing a lease for housing with the assistance of Admin. Because the next available meetings of the Joint Bond Review Committee and State Fiscal Accountability Authority will be after the semester start date, the College requests approval to enter into a lease or leases for up to 275 beds at an average academic year rate per bed cost of approximately $18,909.09 (rounded) with a total amount not to exceed $5,200,000.00 for the 2026-2027 academic year.

The college plans to charge students the current residential rate for similar housing units.

The following chart represents comparable lease rates of similar space in the Charleston area:

Tenant	Location	Average Academic year Rate Per Bed*
Apartments	31 Laurens Street, Charleston	$16,175.00
Apartments	128 Columbus Street, Charleston	$10,815.00
Apartments	28 Woolfe Street, Charleston	$11,625.00

*Rates according to Apartments.com for 1-bedroom apartments in the area as of May 2026. Above rates may be subject to base rent and/or operating expense escalations.

Admin will verify that College of Charleston has adequate funds for the lease or leases according to a Budget Approval Form prior to finalizing any lease. Lease payments will be funded through student housing funds. The lease agreement(s) will be approved by Admin.

There will be no option to purchase the property included in the lease.

The request was approved by the Joint Bond Review Committee at their meeting on June 10, 2026, and will also be approved by the College of Charleston's Board of Trustees prior to any lease execution.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: College of Charleston Student Housing, Charleston SC

AUTHORITY ACTION REQUESTED:

Approve the proposed request for the College of Charleston to enter into one or more lease agreements for the 26/27 academic year for up to two hundred seventy-five (275) beds at a total rate not to exceed $5,200,000.00 for the academic year, as recommended by the Department of Administration, Facilities Management and Property Services.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/16/2026 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: Department of Administration
   (b) Authorized Official Signature: Ashlie Lancaster

   Ashlie Lancaster, FMPS Director

2. **Subject:** College of Charleston Student Housing, Charleston SC

3. **Summary and Background Information:**

On April 30, 2026, College of Charleston (College) approached the Department of Administration (Admin) indicating that they will need additional beds for the 26/27 academic year. As a result, Admin worked with them to quickly create a solicitation for student housing which was released on May 12, 2026, with proposals received on May 24, 2026. Admin also reached out to multiple hotels and property owners in the Charleston area to request they submit a proposal. A full agreement has not been reached.

The College of Charleston is projecting a need for up to two hundred seventy-five (275) beds in the Charleston area for the fall semester beginning August 1, 2026. The College desires to continue pursuing a lease for housing with the assistance of Admin. Because the next available meetings of the Joint Bond Review Committee and State Fiscal Accountability Authority will be after the semester start date, the College requests approval to enter into a lease or leases for up to 275 beds at an average academic year rate per bed cost of approximately $18,909.09 (rounded) with a total amount not to exceed $5,200,000.00 for the 2026-2027 academic year.

The college plans to charge students the current residential rate for similar housing units.

The following chart represents comparable lease rates of similar space in the Charleston area:

Tenant	Location	Average Academic year Rate Per Bed*
Apartments	31 Laurens Street, Charleston	$16,175.00
Apartments	128 Columbus Street, Charleston	$10,815.00
Apartments	28 Woolfe Street, Charleston	$11,625.00

*Rates according to Apartments.com for 1-bedroom apartments in the area as of May 2026. Above rates may be subject to base rent and/or operating expense escalations.

Admin will verify that College of Charleston has adequate funds for the lease or leases according to a Budget Approval Form prior to finalizing any lease. Lease payments will be funded through student housing funds. The lease agreement(s) will be approved by Admin.

There will be no option to purchase the property included in the lease.

The request was approved by the Joint Bond Review Committee at their meeting on June 10, 2026, and will also be approved by the College of Charleston's Board of Trustees prior to any lease execution.

4. What is the Authority asked to do? Approve the proposed request for the College of Charleston to enter into one or more lease agreements for the 26/27 academic year for up to two hundred seventy-five (275) beds at a total rate not to exceed $5,200,000.00 for the academic year.

5. What is recommendation of the submitting agency involved? Approve the proposed request for the College of Charleston to enter into one or more lease agreements for the 26/27 academic year for up to two hundred seventy-five (275) beds at a total rate not to exceed $5,200,000.00 for the academic year.

6. Private Participant Disclosure – Check only one:

☒ No private participants will be known at the time the Authority considers this agenda item.

☐ A Private Participant Disclosure form has been attached for each private participant. As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

7. Recommendation of other office (as required)?

(a) Authorized Signature: _____

(b) Office Name:

8. List of Supporting Documents:

Agency Request Letter

9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop. Supporting documentation should include all related agreements or approval requests (e.g., leases, contracts, permanent improvements, indebtedness, agenda items), either current or anticipated; or provide affirmation from the submitting agency that there are no related transactions.

COLLEGE of CHARLESTON

May 18, 2026

Ms. Ashlie Lancaster
South Carolina Department of Administration
Real Property Services
1200 Senate Street, 6th floor
Columbia, SC 29201

RE: Lease for Student Housing

Dear Ms. Lancaster:

The College of Charleston requests approval from the Department of Administration, Facilities Management and Property Services (FMPS), to enter student housing leases with various hotels and apartment complexes near College of Charleston campus. The College requests approval to enter into a lease or leases for up to 275 beds at an average annual per bed cost of approximately $18,909.09 with a total amount not to exceed $5,200,000.00 for the 2026-2027 academic year.

In order to support the large incoming first year class, the lease(s) will serve returning upper-class students. The facilities will be either hotel or student housing apartment style to meet the needs of this student population for the academic year.

After confirming that no suitable state-owned space was available, the Department of Administration solicited proposals for student housing space. The College will select the lease(s) that will stay within this maximum threshold while safely meeting the needs of students and obtain College of Charleston board approval prior to lease execution.

Thank you for your consideration of this request and please let me know if you need any additional information.

Sincerely,

Paul Patrick

Paul Patrick
Interim Executive Vice President for Business Affairs

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: University of South Carolina Lease to Prisma Health of 3555 Harden Street Extension, Columbia, SC

The University of South Carolina (Agency) requests approval to lease approximately nine thousand four hundred ninety-six (+/- 9,496) square feet of clinical space at 3555 Harden Street Extension, Brain Health Center, Columbia to Prisma Health (Tenant). The Agency acquired the property and building in 1988 and recently renovated the building located near the Prisma Health Richland Hospital Campus in support of the University of South Carolina Brain Health Network's mission. This lease is part of an agreement between the Agency and Prisma Health to effectively co-manage and operate the Brain Health Center. This lease was approved by the Agency's board on December 16, 2025.

In June 2025 the State of South Carolina through the State Fiscal Accountability Authority, acting on behalf of the Agency, issued a request for proposals described as "Clinical Operations Management at USC Brain Health Center" seeking solutions-based proposals from qualified clinical/practice management firms to operate and manage clinical space within the Brain Health Center with the Tenant being the selected option.

The requested lease term is five (5) years and will begin when the space is ready for occupancy which is expected by the parties to be on or about July 1, 2026.

The rent for the first year of the term will be $351,352.00 or $37.00 per square foot (rounded) and includes maintenance, landscaping, security and building operating costs. Tenant shall be responsible for direct payment of utilities and IT costs. Beginning in year two, the rental rate shall escalate 3% annually over the term. The following chart sets forth the rent over the term.

TERM	**MONTHLY RENT**	**ANNUAL RENT**	**RENT PER SF**
YEAR 1	$29,279.33	$351,352.00	$37.00
YEAR 2	$30,157.71	$361,892.56	$38.11
YEAR 3	$31,062.44	$372,749.34	$39.25
YEAR 4	$31,994.32	$383,931.82	$40.43
YEAR 5	$32,954.15	$395,449.77	$41.64

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: University of South Carolina Lease to Prisma Health of 3555 Harden Street Extension, Columbia, SC

The total rent to be received over the lease term is $1,865,375.49.

The rent was determined by a Fair Market Value Analysis conducted by LCK for the Agency.

The lease has adequate parking on the premises.

No option to purchase the property is included in the lease.

The lease was approved by the Joint Bond Review Committee at their meeting on June 10, 2026.

AUTHORITY ACTION REQUESTED:

Approve the proposed five-year lease from the University of South Carolina of approximately nine thousand four hundred ninety-six (+/- 9,496) square feet of clinical space at 3555 Harden Street Extension in Columbia to Prisma Health, as recommended by the Department of Administration, Facilities Management and Property Services.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/16/2026 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: Department of Administration
   (b) Authorized Official Signature: Ashlie Lancaster, FMPS Director

2. **Subject:** University of South Carolina Lease to Prisma Health of 3555 Harden Street Extension, Columbia, SC

3. **Summary and Background Information:**

The University of South Carolina (Agency) requests approval to lease approximately nine thousand four hundred ninety-six (+/- 9,496) square feet of clinical space at 3555 Harden Street Extension, Brain Health Center, Columbia to Prisma Health (Tenant). The Agency acquired the property and building in 1988 and recently renovated the building located near the Prisma Health Richland Hospital Campus in support of the University of South Carolina Brain Health Network's mission. This lease is part of an agreement between the Agency and Prisma Health to effectively co-manage and operate the Brain Health Center. This lease was approved by the Agency's board on December 16, 2025.

In June 2025 the State of South Carolina through the State Fiscal Accountability Authority, acting on behalf of the Agency, issued a request for proposals described as "Clinical Operations Management at USC Brain Health Center" seeking solutions-based proposals from qualified clinical/practice management firms to operate and manage clinical space within the Brain Health Center with the Tenant being the selected option.

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The total rent to be received over the lease term is $1,865,375.49.

The rent was determined by a Fair Market Value Analysis conducted by LCK for the Agency.

The lease has adequate parking on the premises.

No option to purchase the property is included in the lease.

The lease was approved by the Joint Bond Review Committee at their meeting on June 10, 2026.

4. What is the Authority asked to do? Approve the proposed five-year lease from the University of South Carolina of approximately nine thousand four hundred ninety-six (+/- 9,496) square feet of clinical space at 3555 Harden Street Extension in Columbia to Prisma Health.

5. What is recommendation of the submitting agency involved? Approve the five-year lease from the University of South Carolina of approximately nine thousand four hundred ninety-six (+/- 9,496) square feet of clinical space at 3555 Harden Street Extension in Columbia to Prisma Health. .

6. Private Participant Disclosure – Check only one:

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☒ A Private Participant Disclosure form has been attached for each private participant. As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

7. Recommendation of other office (as required)?

(a) Authorized Signature: _____

(b) Office Name:

8. List of Supporting Documents:

Agency Request Letter
Private Participant Disclosure
Map and Street View of Premises
Draft Lease
Clinical Co-Management Agreement

9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop. Supporting documentation should include all related agreements or approval requests (e.g., leases, contracts, permanent improvements, indebtedness, agenda items), either current or anticipated; or provide affirmation from the submitting agency that there are no related transactions.

UNIVERSITY OF
South Carolina

April 1, 2026

Ms. Ashlie Lancaster
South Carolina Department of Administration
Real Property Services
1200 Senate Street, 6th floor.
Columbia, SC 29201

RE: Lease-out between USC Brain Health Center and Prisma Health

Dear Ms. Lancaster:

The University of South Carolina requests approval from the Department of Administration, Facilities Management and Property Services (FMPS), to enter into a FIVE (5) year lease-out with Prisma Health, for approximately 9,496 rentable square feet of office, clinical and lab space at 355 Harden St. Columbia, SC 29201.

Prisma Health responded to a public solicitation and was selected to partner with USC as a part of an existing Co-Management Agreement to effectively operate and manage clinical operations at the Brain Health Center. The solicitation contemplated a space lease-out of portions of a university facility in which the partner would provide clinical operations. The lease cost per square foot was agreed upon by both parties after appraisals informed a fair market rate.

Thank you for your consideration of this request and please let me know if you need any additional information.

Sincerely,

Derek S. Gruner, RA, LEED AP
University Architect
Associate Vice-President of Planning, Design and Construction

DIGITAL DOCUMENT

USC BRAIN HEALTH CENTER

CLINICAL CO-MANAGEMENT AGREEMENT BETWEEN THE UNIVERSITY OF SOUTH CAROLINA AND PRISMA HEALTH

THIS CLINICAL CO-MANAGEMENT AGREEMENT (this "Agreement") is entered into by and between the **University of South Carolina**, a public higher education institution of the State of South Carolina ("USC"), and **Prisma Health**, a South Carolina nonprofit corporation ("Prisma Health") (each a "Party" and together the "Parties").

WHEREAS, USC is South Carolina's flagship public research university and a national leader in health sciences education, research, and innovation which has established a Brain Health program, including the State-wide USC Brain Health Network, committed to improving access to cognitive care across South Carolina; and

WHEREAS, USC has determined to expand the Brain Health program through the establishment of the USC Brain Health Center to be located in a building owned by USC at 3555 Harden Street Extension in Columbia, South Carolina, which will be dedicated to the comprehensive care of individuals with neurological problems, cognitive complaints, and dementia (the "USC Brain Health Center" or "Center"); and

WHEREAS, Prisma Health is South Carolina's largest nonprofit integrated health care delivery system, operating 19 acute care and specialty hospitals and a network of outpatient facilities and physician practices serving patients and families across South Carolina; and

WHEREAS, Prisma Health employs physicians, advanced practice providers, and other medical professionals possessing appropriate professional qualifications, training, and experience to provide the full range of neurological care and to perform administrative functions and services necessary for the provision of care at the Center (the "Clinical Services," as more fully defined herein); and

WHEREAS, on June 25, 2025, the State of South Carolina, acting on behalf of USC, issued Solicitation No. 5400028327, an RFP described as "Clinical Operations Management at USC Brain Health Center" ("the RFP"), seeking solution-based proposals from qualified clinical/practice management firms to operate and manage clinical space within the Brain Health Center; and

WHEREAS, the RFP contemplated the execution of multiple contracts between USC and the successful Offeror, including but not limited to a Co-Management Agreement for clinical operations at the Brain Health Center; and

WHEREAS, the State of South Carolina issued an Intent to Award to Prisma Health on December 16, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and intend to be legally bound as follows:

ARTICLE I
SCOPE, MISSION, AND PRIORITIES

1.1 **Scope**. This Agreement sets forth the structure, principles, and terms governing the Parties' co-management of the Center and the specific terms under which Prisma Health shall provide the high quality and efficient Clinical Services necessary for the successful operation of the Center.

1.2 **USC Brain Health Center Mission and Priorities**. The Center shall be operated and the Clinical Services shall be provided in a manner that advances USC's overall mission to enhance the quality of life for all citizens as a premier flagship university system that leads in academic excellence, research, and innovation and that advances Prisma Health's long-standing goal to create a better state of health in South Carolina by enhancing clinical quality, patient experience, and access to affordable care. Additionally, the Parties acknowledge and agree that their collaborative efforts shall advance USC's specific strategic priorities for the Center, including:

1.2.1 Create a culture where every individual experiences a palpable sense of belonging, value, and respect, and is enabled to flourish.

1.2.2 Generate transformative educational experiences to prepare our learners to be leading health professionals and scientists.

1.2.3 Build an environment that leads to groundbreaking research, discovery, and innovation.

1.2.4 Lead the advancement of health equity in our communities and beyond by optimizing clinical partnerships and strategic alliances.

1.2.5 Generate income adequate to share with USC and pay all operating and future capital costs without subsidy from USC or Prisma Health.

ARTICLE II
CO-MANAGEMENT STRUCTURE

2.1 **Purpose**. The Parties intend to establish a governance framework for the Center that supports the collaborative nature of the relationship of the Parties, as well as the shared desire to build and maintain consensus regarding the many and varied decisions that must be jointly reached during the Term for the successful operation and growth of the Center.

2.2 **Joint Operating Committee**. USC and Prisma Health will establish a Joint Operating Committee that consists of equal representation from both USC and Prisma Health (the "JOC"). The JOC will provide strategic oversight, develop operational plans, monitor key performance indicators, ensure alignment with USC's strategic priorities for the Center, and serve as a forum for joint decision-making and proactive problem solving.

2.2.1 **Composition**. The JOC will be comprised of a minimum of ten (10) members. Each Party will have the right to appoint an equal number of members. The appointed members of each Party will include at least one (1) senior executive; one (1) clinical leader; and one (1) operational/finance lead. In addition, each Party may appoint non-voting advisors such as legal and compliance counsel, academic liaisons, patient experience officers, or community health representatives. The initial voting members of the JOC shall include:

For **USC**:

- USC Associate Vice President for Clinical Affairs
- Healthcare Executive Director, USC Brain Health
- Program Manager, USC Brain Health_
- Senior Associate Dean for Research, USC School of Medicine
- USC Vice President of Research

For **Prisma Health**:

- President, Neurosciences Institute
- Chief Executive Officer, Midlands Market
- SVP, Service Lines and Chief Community Officer
- Chief Scientific Officer
- Administrator, Neurosciences Institute

Either Party, in its sole discretion, may change or remove its appointed members to the JOC on written notice to the other Party.

2.2.2 Responsibilities. The JOC shall be responsible for the overall strategic direction and operational oversight of the Center. Specific responsibilities of the JOC include, without limitation, the following:

(a) Review and approval of the annual strategic, operating, and capital plans for the Center.

(b) Recommend the appointment and removal of the Center's senior executive and clinical leaders.

(c) Review and approval of the Center's branding and marketing strategies.

(d) Review and approval of any proposed material changes to the Center's physical plant and/or location.

(e) Assure adherence to the Mission and Priorities for the Center reflected in Article I above and assure compliance with the other terms and conditions of this Agreement and related agreements between the Parties pertaining to the operation of the Center.

(f) Review and approve the Staffing Plan and any proposed modifications to the Staffing Plan prepared and submitted by Prisma Health in accordance with Section 3.1.3 herein.

(g) Ensure appropriate measures are taken for the Center to achieve and maintain all required certifications and accreditations.

(h) Adopt clinical quality and performance measures aligned with the strategic priorities for the Center.

(i) Review and approval of any proposed material changes to the Clinical Services offerings at the Center.

(j) Review and approval of any proposed academic partnerships or research initiatives to be performed at the Center.

(k) Develop, adopt, and oversee the rules, policies, and procedures required for the appropriate credentialing and delineation of clinical privileges for physicians and advanced practice providers providing Clinical Services at the Center.

(l) Adhere to the quorum requirement and applicable rules of procedure in accordance with this Agreement and as otherwise established by the JOC to ensure informed and balanced decision-making.

2.2.3 **Authority**. The JOC will operate by consensus of both Parties. The JOC is intended to carry out the intent of this Agreement but does not have the authority to amend the terms of this Agreement or any Lease or other related contractual arrangement between the Parties. The JOC will only act upon: (a) the approval of at least a majority of USC appointed members and a majority of Prisma Health appointed members at a duly called meeting at which a quorum of at least two (2) USC appointed members and two (2) Prisma Health appointed members are present; or (b) the unanimous written action in lieu of a meeting signed by all JOC voting members.

2.2.4 **Reserved Presidential Approval Authority**. In addition to approval by the JOC, the matters listed in subsections (a)-(d) of Section 2.2.2 above require the additional approval of the President of USC (or his designee) and the President and CEO of Prisma Health (or his designee) upon recommendation by the JOC. In the unlikely event of an impasse concerning any decision or matter delegated to the JOC and/or the President of USC and the President and CEO of Prisma Health pursuant to this Article II, either Party shall have the right to terminate this Agreement on three hundred sixty-five (365) days prior written notice to the other Party, during which notice period the decision or matter shall be resolved as determined by the President of USC and the USC Board of Trustees.

2.2.5 **Subcommittees**. To promote focused execution and subject matter depth, the JOC may establish subcommittees and appoint members thereof as deemed necessary or appropriate by the JOC. Each subcommittee will be co-chaired by representatives designated by, and from, USC and Prisma Health and will report quarterly to the JOC.

2.2.6 **Proxy**. It is the shared goal that each JOC member will attend all meetings; however, in the event a member of the JOC is not available, a Party may designate a proxy in writing prior to the meeting to maintain representation by each of the Parties.

2.2.7 **Clinical Care Decisions**. Notwithstanding the authority granted to the JOC or any other administrative personnel, the physicians and other licensed clinical care providers shall be solely and exclusively responsible for the medical care of patients

treated at the Center and the discharge of medical practice matters which are required by law to be made or performed by a physician or other licensed clinical care provider.

ARTICLE III
CLINICAL SERVICES AND OBLIGATIONS

3.1 **Clinical Services**. Prisma Health shall provide the professional, administrative, and other services necessary for the operation of the Center as set out in **Exhibit A (Description of Clinical Services)**, attached hereto, and incorporated by this reference (the "Clinical Services").

3.1.1 **Quality Assurance and Utilization.** Prisma Health shall perform all Clinical Services related to the assurance of the quality of care and proper utilization in conformity with applicable Center rules, policies, programs, and procedures for quality assurance and utilization management adopted by the JOC, and those of applicable third-party payors, so long as such rules, policies, programs or procedures are written and Prisma Health has actual prior notice of same.

3.1.2 **Prisma Health Practitioners.** Prisma Health shall have the right and obligation to employ or contract with an adequate number of qualified physicians, advanced practice providers, and other health care providers and staff to assist Prisma Health in performing the Clinical Services and in otherwise fulfilling its obligations under this Agreement ("Prisma Health Practitioners"). Prisma Health is responsible for assuring that each Prisma Health Practitioner satisfies all qualifications required for performance of the Clinical Services under the terms of this Agreement, including but not limited to those in Section 3.1.4 (Professional Qualifications) and those necessary to fulfill the representations and warranties contained in Article IV, as well as all obligations under any schedules or exhibits that are incorporated by reference into this Agreement. Prisma Health shall have full responsibility for the actions and compensation of all Prisma Health Practitioners. Prisma Health's obligations shall extend but not be limited to, as applicable, any costs of recruitment, wages, paid time off, retirement benefits, social security, worker's compensation, disability insurance, unemployment insurance, or employee benefits of any kind for such individuals.

3.1.3 **Staffing Plan.** Prisma Health shall develop a staffing plan for the Center for the effective and efficient provision of the Clinical Services (the "Staffing Plan"). The Staffing Plan will identify the positions recommended to provide the Clinical Services at the Center. Prisma Health will prepare and submit an initial Staffing

Plan to the JOC for approval within sixty (60) days of the Effective Date of this Agreement. The Staffing Plan shall be periodically reviewed and approved by the JOC as needed to ensure the Center is adequately staffed, but no less frequently than annually. Notwithstanding the foregoing, Prisma Health may modify the Staffing Plan on a temporary basis from time to time as necessary to accommodate the needs of the Center and the Center's patients. Permanent changes to the Staffing Plan shall be submitted to the JOC for approval, which approval shall not be unreasonably withheld.

3.1.4 Professional Qualifications. Prisma Health and all Prisma Health Practitioners performing the Clinical Services required under this Agreement shall:

(a) be fully licensed to practice their profession in the State of South Carolina, without restriction or subject to any disciplinary or corrective action;

(b) possess valid, current professional practice licenses and, where applicable, appropriate, and unrestricted narcotics and controlled substances certifications and permissions;

(c) maintain sufficient professional liability insurance coverage as set forth in this Agreement;

(d) be appropriately credentialed and privileged with the Center to perform the Clinical Services required under this Agreement pursuant to the relevant provisions of the Center's rules, regulations, policies, and procedures governing medical professionals as adopted by the JOC and in effect as of the date of this Agreement and as may be modified from time to time; and

(e) act at all times in a professional manner, refraining from any action or conduct that is disruptive, unprofessional, or harassing, including, but not limited to, conduct which is sexual in content or orientation, and any other unprofessional conduct in the performance of the Clinical Services under or in connection with this Agreement.

3.1.5 Billing and Collection. Prisma Health, at its sole cost and to the extent permitted by law, shall bill, collect, and retain the professional and facility fees for all Clinical Services Prisma Health provides to patients at the Center, regardless of payor. Prisma's billing and collection obligation shall not apply to any services independently rendered by USC. Prisma Health shall be responsible for billing and collecting all fees in accordance with applicable commercial payor agreements,

Medicare and Medicaid regulations and rules, and other contractual requirements, laws, and regulations.

3.1.6 Compliance with Laws. The Parties enter into this Agreement with the intent of conducting their relationship, and shall perform the Clinical Services and all duties hereunder, in full compliance with applicable federal, state, and local laws including, but not limited to, the federal Physician Self-Referral Law (Stark Law), 42 U.S.C. § 1395nn and the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), and South Carolina state law equivalents (including the S.C. Provider Self-Referral Act of 1993, S.C. Code Ann. § 44-113-10 *et seq*., and S.C. Anti-Kickback Statute, S.C. Code Ann. § 44-113-60).

(a) **No Referrals**. The Parties expressly agree that nothing contained in this Agreement shall require either Party to refer or admit any patients to the other Party.

(b) **Duty to Notify**. Prisma Health and Prisma Health Practitioners shall promptly notify the Center's designated Compliance contact upon learning of any incidents in which the rights of Center personnel, patients, visitors, or other practitioners may have been violated, whether by Prisma Health or otherwise, or on learning of any other breach of the requirements of this Section 3.1.6.

(c) **Changes in Law or Reimbursement Requirements**. Prisma Health will work cooperatively with USC to implement new procedures, controls, or systems which the JOC may consider necessary in connection with changes in the law, regulations, or contracts governing third-party reimbursement. Prisma Health and USC will comply with those provisions of the law which affect reimbursement for the services provided at the Center and will cooperate fully in Medicare and other payor audits and other reimbursement matters. Neither Prisma Health nor USC will do anything which will affect adversely such reimbursement as a Medicare provider or participating provider with any other third-party payor.

3.1.7 Records. The Parties will comply with any and all legal and regulatory requirements and applicable accreditation standards governing health care record-keeping and reporting including, but not limited to, the Physicians' Patient Records Act, S.C. Code Ann. § 44-115-10 *et seq*. Prisma Health and Prisma Health Practitioners shall maintain timely, accurate, and complete patient and other records regarding the Clinical Services rendered to Center patients.

3.1.8 Insurance. Prisma Health shall, throughout the Term, obtain and maintain at its sole expense the following insurance coverages:

(a) Medical professional liability insurance coverage in the amount of two million dollars ($2,000,000.00) per occurrence and four million dollars ($4,000,000.00) in the aggregate;

(b) Commercial general liability insurance coverage in the amount of one million dollars ($1,000,000.00) per occurrence for bodily injury, death, property damage, and personal injury; Prisma Health shall name USC as an additional insured;

(c) Auto liability insurance coverage with limits of no less than one million dollars ($1,000,000.00) per accident for bodily injury and property damage;

(d) Worker's Compensation insurance coverage in accordance with South Carolina statutory limits with a limit of no less than one million dollars ($1,000,000.00) per accident for bodily injury or disease; and

(e) Cyber and data breach insurance in amounts to reasonably cover insurance claims that may arise hereunder, but in no event less than the minimum amount of two million dollars ($2,000,000.00) per occurrence and four million dollars ($4,000,000.00) in the aggregate.

(f) Directors and Officers (D&O) Liability Insurance with limits of no less than two million dollars ($2,000,000.00) per claim and aggregate, covering Prisma Health's governance activities, including participation in the Joint Operating Committee;

(g) Property Insurance for contents and equipment located at the facility, written on a replacement cost basis, including coverage for Prisma Health's medical equipment and tenant improvements;

(h) Excess/Umbrella Liability Insurance providing coverage in excess of the underlying Commercial General Liability and Medical Professional Liability policies, with limits of no less than five million dollars ($5,000,000.00) per occurrence and aggregate.

Prisma Health shall procure the foregoing coverages from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A:VII. Throughout the Term, Prisma Health shall provide USC with written verification of the existence of such insurance policies or other coverage. The Parties agree that Prisma Health may meet the requirements of Section 3.1.8(a)-(d) through Prisma Health's self-insurance program combined with excess/umbrella coverage to satisfy the limit requirements set forth above.

3.2 Clinical Space, Equipment, and Supplies

3.2.1 Clinical Space. Prior to the commencement of the Clinical Services at the Center, USC and Prisma Health shall enter into a Clinical Space Lease Agreement substantially in the form attached hereto as **Exhibit B** ("Space Lease"); provided that, prior to commencement of the Space Lease term, the rental rates shall be confirmed and/or adjusted as necessary to ensure the rates are commercially reasonable and within fair market value range in accordance with the verification process set forth in Section 3.2.4 below. The Space Lease shall be finalized in accordance with Section 3.2.4 and executed on or before March 1, 2026, unless another date is mutually agreed upon by the Parties in writing.

3.2.2 Equipment. Prior to the commencement of the Clinical Services at the Center, USC and Prisma Health shall enter into an Equipment Lease Agreement substantially in the form attached hereto as **Exhibit C** ("Equipment Lease"); provided that, prior to commencement of the Equipment Lease term, the rental rates shall be confirmed and/or adjusted as necessary to ensure the rates are commercially reasonable and within fair market value range in accordance with the verification process set forth in Section 3.2.4 below. The Equipment Lease shall be finalized in accordance with Section 3.2.4 and executed on or before March 1, 2026, unless another date is mutually agreed upon by the Parties in writing.

3.2.3 Supplies. Prisma Health will provide, at its expense, all supplies necessary for the efficient and effective provision of the Clinical Services at the Center including, but not limited to, all supplies for the pharmacy and infusion services.

3.2.4 Fair Market Value and Commercial Reasonableness. The Parties acknowledge and agree that the amount and terms related to payment or receipt of any rent or other consideration provided for under the Space Lease and Equipment Lease shall be on rates and terms that are commercially reasonable and at fair market value as determined by a mutually agreeable independent health care valuation consultant to be retained by Prisma Health.

3.2.5 Periodic Lease Review. The Parties acknowledge and agree that a shared goal of entering into this Agreement is to collaborate and identify opportunities where the Center's space, equipment, and personnel can be used to greatest effect to facilitate the most high-quality and cost-effective care to meet the needs of the South Carolina population served by the Center. Should the Parties determine (operating through the JOC and related governance provisions in Article II) that changes are needed to space and equipment use to meet those needs, the Parties agree to work together in good faith to modify the Space Lease and/or Equipment Lease and implement any such adjustments to be effective on the anniversary of the applicable Commencement Date for such lease, including adjustments to the compensation paid pursuant to the applicable lease to ensure the compensation continues to reflect the fair market value for the space and equipment provided, is commercially reasonable, and otherwise remains compliant with all federal and state laws and regulations.

3.3 Information Technology and Data Sharing. Prisma Health shall provide the information technology systems and related technical infrastructure for the Center in accordance with the following IT and data storage principles and the further IT infrastructure and security requirements set forth in **Exhibit A** attached hereto.

(a) Implement a data-sharing platform for real-time clinical and operational information;

(b) Implement Electronic Health Record (EHR) and scheduling systems to accommodate patient care and satisfaction;

(c) Implement industry-standard data governance standards and principles to safeguard Protected Health Information and comply with HIPAA Regulations (defined herein) and applicable state laws and regulations;

(d) Implement the use of data analytics to support population health management, cost reduction, and outcomes measurement; and

(e) Implement Prisma Health's PULSE operating system to enhance quality and clinical outcomes of patients.

3.4 Academic and Research Collaboration. The Parties shall encourage the development of academic and research programs at the Center to advance medical knowledge and patient care in the cognitive care and neurosciences fields, to support undergraduate and graduate

education programs, and to contribute to the recruiting of an outstanding faculty of scholars, researchers, and practitioners. Working through the JOC and/or subcommittees established by the JOC in accordance with Section 2.2.5 above, the Parties will develop joint initiatives supporting the academic and research collaboration efforts with respect to the Center which may include, without limitation:

(a) Development, expansion, and coordination of undergraduate and graduate educational programs at the Center including, but not limited to, LCME and ACGME accredited training programs for medical students, residents, and fellows in neuroscience and related fields;

(b) Growth and coordination of clinical trials and translational research endeavors in neuroscience and related fields;

(c) Identifying, enhancing, and expediting research and innovation opportunities through a shared research infrastructure (*e.g.*, IRB harmonization, grants administration); and

(d) Defining intellectual property ownership and commercialization through separate academic or research collaboration agreements or applicable intellectual property policies.

3.5 Liability and Indemnification

3.5.1 Liability. Each Party agrees to accept and is responsible for its own acts and omissions in performing their respective obligations pursuant to this Agreement as well as those acts or omissions of its employees, agents, subcontractors or assigns, and nothing in this Agreement shall be construed to place any responsibility for such acts or omissions onto the other Party.

3.5.2 Indemnification. Prisma Health shall indemnify, defend, and hold harmless USC against any and all claims, damages, liability and court awards, including costs, expenses, and attorneys' fees incurred by USC (collectively, "Claims") as a result of any negligent or intentionally wrongful act or omission by Prisma Health or any of Prisma Health's employees, agents, subcontractors, or assigns, including without limitation any and all Prisma Health Practitioners provided by Prisma Health to perform the Clinical Services pursuant to or under the terms of this Agreement. Notwithstanding the foregoing, Prisma Health is not obligated to indemnify, defend, or hold harmless USC from and against any Claims to the extent such

Claims result from any negligent or intentionally wrongful act or omission of USC or USC's employees, agents, subcontractors, or assigns.

ARTICLE IV
PRISMA HEALTH REPRESENTATIONS AND WARRANTIES

Prisma Health makes the following representations and warranties to USC on its behalf and on behalf of each Prisma Health Practitioner:

4.1 **Qualifications**. Prisma Health and each Prisma Health Practitioner is and will remain fully qualified to perform the Clinical Services for the Term of this Agreement as described in Section 3.1.4 of this Agreement.

4.2 **No Violation**. Prisma Health represents and warrants that neither it nor any Prisma Health Practitioner is in breach of (and warrants that neither it nor any such Prisma Health Practitioner will, during the term of this Agreement, be in breach of) any other contract, obligation, or covenant that would affect Prisma Health's or any Prisma Health Practitioner's ability to perform hereunder.

4.3 **No Debarment or Exclusion**. Prisma Health and the Prisma Health Practitioners providing the Clinical Services hereunder have not been convicted of any criminal offense related to health care nor been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. No proceedings or investigations are pending or, to Prisma Health's knowledge, threatened by any federal or state agency seeking to exclude Prisma Health or any Prisma Health Practitioner from such programs or to sanction Prisma Health or any Prisma Health Practitioner for any violation of any rule or regulation of such programs.

4.4 **No Discrimination**. Both Parties shall conduct themselves in a professional manner that reflects concern for the preservation of the integrity and human dignity of the Center's patients. Neither Prisma Health nor any Prisma Health Practitioner shall differentiate or discriminate in the treatment of patients or in the quality of services rendered to patients on the basis of race, creed, color, national origin, ancestry, sex, age, religion, sexual orientation, veteran status, handicap, place of residence, health status, source of payment, credit history, marital status, or a patient's participation in a particular third party payor's plan or a patient's status as a beneficiary of a federal health care program (including but not limited to Medicare and Medicaid).

ARTICLE V
PUBLICITY; MARKETING AND BRANDING

5.1 **Publicity.** Except as otherwise required by law, each Party agrees not to issue any press releases or disclose any other information to the general public regarding the fact that the Parties have entered into this Agreement or the specific terms of this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld, but shall include the right to review and approve the language of any press release. The Parties further agree to work together on joint press releases and/or public disclosures whenever possible.

5.2 **Marketing and Branding Strategy**. Working through the JOC and/or subcommittees established by the JOC in accordance with Section 2.2.5 above, the Parties will create a unified branding strategy to promote the USC Brain Health Center consistent with and complementary to USC's established Brain Health initiative marketing and branding. The branding strategy will recognize and reflect USC's leadership role in the creation and operation of the Center while also recognizing and reflecting the collaboration between USC and Prisma Health commensurate with the contributions of each Party to the success of the Center.

ARTICLE VI
TERM AND TERMINATION

6.1 **Term**. This Agreement shall be effective on ~~[MONTH] [DAY]~~December 16, ~~[YEAR]~~2025 (the "Effective Date"). The term of this Agreement will commence immediately on the Effective Date and shall continue for five (5) years through midnight on ~~[MONTH] [DAY]~~December 15, ~~[YEAR]~~2030 (the "Term"), unless sooner terminated in accordance with the terms hereof.

6.2 **Termination Without Cause**. Notwithstanding any other provision in this Agreement and following the completion of thirty-six (36) months of the Term of this Agreement, either party may terminate this Agreement at any time, with or without cause, on no less than three hundred sixty-five (365) days prior written notice to the other Party.

6.3 **Termination With Cause**. Either Party may terminate this Agreement effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

6.4 **Disengagement Plan/Wind Down of the Co-Management Agreement Upon Termination**. Upon expiration or termination of this Agreement for any reason, Prisma Health shall prepare and deliver to USC a proposed disengagement plan for the wind-down of the co-management arrangement that ensures the continuation of patient care commitments and minimizes disruption of the Clinical Services provided at the Center. Regardless of the reason for termination, the Parties shall reasonably cooperate and assist each other in the wind-down process.

ARTICLE VII
OWNERSHIP AND CONFIDENTIALITY OF INFORMATION

7.1 **Ownership and Confidentiality of Information.** All USC and Prisma Health business, medical, student, and other records, and all information generated by or relating to USC and Prisma Health or the Clinical Services, shall remain the sole property of each respective Party to this Agreement. USC and Prisma Health agree to keep such information strictly confidential to the extent permitted by law. USC and Prisma Health shall not duplicate or permit the duplication of or release of any portion of such information except as expressly permitted by the other Party. On termination or expiration of this Agreement under any circumstances, each Party to this Agreement shall immediately return to the other Party all such information and materials, and will not thereafter use, appropriate, or reproduce such information or disclose such information to any third party, except as required by law.

7.2 **Confidentiality of Patient Information**. Notwithstanding anything to the contrary in this Agreement, all individually identifiable health information will be treated as confidential by the Parties in accordance with all applicable federal, state, or local laws and regulations governing the confidentiality and privacy of individually identifiable health information, including without limitation, Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and the implementation regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"). Without limiting the foregoing, the Parties will enter into separate Business Associate Agreement(s), Data Use Agreement(s), and such other agreements as necessary and appropriate to ensure the confidentiality and privacy of protected health information in compliance with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable laws and regulations.

ARTICLE VIII
EVALUATION OF ALTERNATIVE MODELS FOR BRAIN HEALTH CENTER COLLABORATION

8.1 **Alternative Models Developed and Evaluated**. During the initial year of the Term of this Agreement, the Parties intend that the operational and financial structure of the Parties' co-management arrangement for the Center be in accordance with the terms set forth in this Agreement. However, the Parties agree to explore alternative models for the Parties' collaboration for the operation of the Center ("Alternative Model(s)") in accordance with the process and timeline outlined in Section 8.2 herein.

8.2 **Process and Timeline**

8.2.1 **Engage Independent Consultant**. Within thirty (30) days of the Effective Date of this Agreement, USC's Foundation shall engage a mutually agreeable, reputable, and nationally recognized independent healthcare valuation consultant to develop the Alternative Models.

8.2.2 **Develop and Evaluate Alternative Models**. The Parties shall request that proposed Alternative Model(s) be presented by the retained independent consultant within ninety (90) days of the date the consultant is initially engaged. The Parties agree to promptly comply with all requests for information by the consultant subject to entry of appropriate confidentiality agreements with the consultant.

8.2.3 **Negotiate Terms of Proposed Alternative Model**. Upon receipt of the proposed Alternative Model(s) from the consultant, the Parties agree to negotiate in good faith for a period up to ninety (90) days to reach agreement on a proposed Alternative Model to implement in conjunction with the Parties' Co-Management Agreement.

8.2.4 **Prepare and Execute Appropriate Amendment**. If the Parties agree to implement an Alternative Model that is approved by each Party, then this Agreement shall be amended in accordance with Section 9.12 (Amendments) herein to reflect the Parties' agreement to implement the selected Alternative Model, which shall take effect on or after the one (1) year anniversary of the Effective Date of this Agreement.

8.2.5 **Effect of Failure to Agree**. In the event the Parties are unable to reach agreement to implement an Alternative Model, USC may, in its sole discretion, terminate this Agreement upon 180 days' prior written notice to Prisma Health.

8.2.6 JOC Special Meetings. The JOC, or a subcommittee appointed by the JOC in accordance with Section 2.2.5, shall convene special meetings to receive reports on the progress of the evaluation of the Alternative Models contemplated by this Article VIII. Such meetings shall be held on a schedule approved by the JOC but in no event less frequently than monthly during the negotiation period contemplated under Section 8.2.2.

8.3 Compliance. The Parties agree that the engagement of the independent consultant and the review, discussions, negotiations, and other exchange of information between the Parties concerning any proposed Alternative Model contemplated under this Article VIII shall always be subject to the direction and approval of each Party's respective legal counsel and in accordance with applicable laws and regulations. No attorney-client or other legal privilege will be deemed to have been waived by USC or Prisma Health by virtue of the process described in this Article VIII or otherwise by this Agreement.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1 Relationship of the Parties. The relationship between USC and Prisma Health under this Agreement is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

9.2 Access to Books and Records. On the written request of the Secretary of the U.S. Department of Health and Human Services or any of its duly authorized representatives, each Party will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing the Clinical Services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If either Party carries out any of the duties of this Agreement through a subcontract with a value of $10,000 or more over a twelve (12) month period, such Party agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. § 1395x(v)(1) and the regulations promulgated thereunder. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by USC or Prisma Health by virtue of this Agreement.

9.3 **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications permitted or required by this Agreement shall be in writing and shall be deemed to have been sufficiently given:

(a) when personally delivered by hand to the other Party at the address set forth below or to such other person and address as such Party may designate in writing;

(b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);

(c) on the date sent by email (with confirmation of receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or

(d) on the fifth (5^{th}) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9.3).

If to **USC**:

USC Brain Health Center
3555 Harden St. Extension
Columbia, SC 29203
Attention: Administrator

With a copy to:

USC Legal Office
109 Osborne Administration Building
Columbia, SC 29208
Attention: General Counsel

If to **Prisma Health**:

Prisma Health
3 Richland Medical Park Drive, Suite 270
Columbia, SC 29203

Attention: Administrator – Neurosciences Institute

With a copy to:

Prisma Health
300 East McBee Avenue, Suite 500
Greenville, SC 29601
Attention: Chief Legal Officer

9.4 **Duty to Cooperate**. Each Party agrees to cooperate with the other fully in formulating and implementing goals and objectives which are in the best interests of the Center and its patients.

9.5 **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

9.6 **Headings**. The headings used herein are for convenience only and do not limit the contents of this Agreement.

9.7 **Governing Law**. The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, South Carolina. Prisma Health agrees that any act by USC regarding the Agreement is not a waiver of either USC's sovereign immunity or USC's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the RFP.

9.8 **Assignability**. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent, which approval will not be unreasonably withheld.

9.9 **Force Majeure**. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party's") reasonable

control, where such Party uses reasonable and best efforts to avoid or remove the impediment and to continue performing its obligations under the Agreement.

Acts contemplated by this Section 9.9 include, without limitation, the following force majeure events ("Force Majeure Events"): acts of God, flood, fire, earthquake, storm, or other weather event; explosion; war, invasion, hostilities (whether war is declared or not); terrorist threats or acts; riot or other civil unrest; government order, law, or actions; embargoes or blockades (that take effect on or after the date of this Agreement); and national or regional public health emergency, including pandemic, epidemic, and other health emergencies; and other similar events beyond the reasonable control of the Impacted Party.

(a) An Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue.

(b) During the Force Majeure Event, the non-affected Party may similarly suspend its performance obligations until such time as the Impacted Party resumes performance.

(c) An Impacted Party shall use diligent efforts to end the failure or delay, and shall ensure the effects of such Force Majeure Event are minimized, and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

(d) If an Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 9.9, the other Party may thereafter terminate this Agreement on thirty (30) days' written notice.

9.10 **No Waiver**. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of this Agreement, whether of a similar or different nature, and no delay in acting with regard to a breach shall be construed as a waiver of that breach.

9.11 **Survival**. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

9.12 **Amendments**. Any amendments to this Agreement will be effective only if in writing and signed by authorized representatives of each Party.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date set forth above.

UNIVERSITY OF SOUTH CAROLINA

By: _____
Stacey Bradley
Interim Secretary, Board of Trustees

Date: _____

PRISMA HEALTH

By: _____

Name: Clarence Sevillian

Title: Executive Vice President
and Chief Operating Officer

Date: _____

EXHIBIT A

Description of Clinical Services

This Exhibit A is made a part of and subject to the **USC Brain Health Center Clinical Co-Management Agreement** entered into effective ~~[MONTH]~~ ~~[DAY]~~December 16, ~~[YEAR]~~2025 by and between the University of South Carolina and Prisma Health (the "Agreement"). All capitalized terms used but not otherwise defined in this Exhibit A shall have the meaning ascribed in the Agreement.

During the Term, Prisma Health shall provide the following services at the Center in accordance with the terms of the Agreement and such other rules, policies, and procedures adopted by the USC Brain Health Center JOC:

1. **Advanced Imaging – 3T and 7T MRI**

   a. **Scope of Work**: Prisma Health shall operate and co-manage a dedicated MRI imaging suite within the Center, providing fully staffed, credentialed, and compliant MRI technologists to provide essential programmatic support for the Center's specialized clinics, including movement disorders, concussion and post-traumatic brain injury, multiple sclerosis, stroke, and other cognitive and dementia programs. Prisma Health will integrate these imaging services with the Center's other clinical offerings, including its neurology, musculoskeletal (MSK), and specialty care clinics. All imaging operations will adhere to the standards set by the South Carolina Department of Public Health (SC DPH), the American College of Radiology (ACR), and The Joint Commission (TJC), with the flexibility to include other disciplines in the future.

   b. **Preliminary Staffing Plan**:

      - **MRI Technologist (2.0 FTE)**: Performs high-quality magnetic resonance imaging scans, ensures patient safety in the MRI environment, and works closely with radiologists and neurologists.

      - **Imaging Assistant (1.0 FTE)**: Supports the imaging department by assisting with patient transport, screening, scheduling, and managing imaging records.

2. **Infusion**

   a. **Scope of Work**: Prisma Health shall operate and manage the infusion space within the Center, integrating clinical pharmacy and nursing care to provide infusion

services for neurological conditions including treatments for Alzheimer's disease, multiple sclerosis (MS), myasthenia gravis, chronic inflammatory demyelinating polyneuropathy (CIDP) and other neurological disorders that require IV medication, such as certain therapies for headache and movement disorders. Initial therapies will include Leqembi and Kisunla. The program will maintain full adherence to all SC DPH, DEA, Board of Pharmacy, and other applicable federal and state regulations.

b. Preliminary Staffing Plan:

- **Registered Nurse (RN) (2.5 FTE):** Responsible for administering infusion treatments, monitoring patient status during therapy, providing patient education, and managing vascular access.

- **Pharmacist (1.25 FTE):** Oversees all medication preparation, ensures dosing accuracy, manages the pharmacy clean room, and serves as a drug information resource for the clinical team.

- **Pharmacy Technician (1.25 FTE):** Assists the Pharmacist with sterile compounding of medications, inventory management, and maintaining the medication supply chain.

3. <u>Physical and Occupational Therapy</u>

a. Scope of Work: Prisma Health shall provide patient-centered Physical Therapy (PT) and Occupational Therapy (OT) services on site at the Center. These services shall treat and support Center patients in need of rehabilitative services to improve patient function, mobility, and quality of life. The Parties anticipate Prisma Health will provide the PT and OT services on a part-time basis, Monday, Wednesday, and Friday each week.

b. Preliminary Staffing Plan:

- **Physical Therapist (PT) (3.1 FTE):** Specializes in improving patient mobility, strength, balance, and motor function through targeted exercise and therapeutic interventions.

- **Occupational Therapist (OT) (0.6 FTE):** Focuses on helping patients perform activities of daily living (ADLs), assessing cognitive function, and recommending adaptive strategies and equipment.

4. **<u>Operation of Multidisciplinary Clinic Space</u>**

    a. **Scope of Work:** Prisma Health will utilize the multidisciplinary space to provide the full range services to support the clinical care and research objectives of the Center.

    b. **Preliminary Staffing Plan:**

        - **Practice Manager (1.0 FTE):** Responsible for the overall administrative and operational management of the clinic, including financial performance, staff supervision, and ensuring a high-quality patient experience.

        - **Patient Service Representative (PSR) (3.0 FTE):** The first point of contact for patients; responsible for scheduling, registration, check-in/check-out processes, and managing patient communications.

        - **Certified Medical Assistant (CMA) (4.0 FTE):** Provides direct clinical support to providers, including rooming patients, taking vital signs, documenting patient information in the EMR, and assisting with minor procedures.

        - **Social Worker (1.0 FTE):** Offers psychosocial support, connects patients and families with community resources, assists with care planning, and addresses social determinants of health.

        - **Counselor (1.0 FTE):** Provides mental health support, counseling, and therapeutic interventions for patients and their families as part of an integrated care model.

        - **Neurologists, Neuropsychologists, and Geriatric Psychiatrists:** These essential physician and doctoral-level provider roles will be staffed through a combination of direct employment and professional service agreements. Staffing levels will be scaled based on initial patient volume projections and programmatic development to ensure timely access to specialized care.

5. **<u>Data Storage and Information Technology (IT) Support</u>**. Prisma Health will implement IT infrastructure and systems that include the following components:

a. Application and IT Management Systems

- Prisma Health will extend its Epic EHR instance to the Brain Health Center. The EHR system is hosted in Epic's datacenter in Verona, Wisconsin, with redundancy in Rochester, Minnesota. Epic Ice Box ensures 8-hour data restoration in case of disaster or ransomware.

- The EHR system will provide integrated HIM, PACS, patient monitoring, and ambient AI for clinical documentation.

b. Data Center and Network Platform

- Dual redundant internet circuits

- Prisma Health wired and wireless (802.11ax) networks, including guest access

- Cellular Distributed Antenna System (DAS) for optimal mobile coverage

- Full integration with Prisma Health's Cisco Contact Center

c. Network Connectivity

- Cabling included

- ISP secured via AT&T and Segra

- All staff devices connected to a unified Prisma Health network

d. End-User Equipment

- 106 laptops, mini-PCs, and workstations on wheels.

- 17 scanners, 26 printers, 11 signature pads, and 7 iPads.

- Disaster recovery devices in each care area.

e. Clinical Staff Systems

- Clinical staff can submit IT incident reports via integrated Epic workflows and badge systems.

- Support tickets will electronically route through Prisma Health's ITSM platform.

f. Data Management and Security

- Data storage will include security camera footage, card key logs, and alarm system data and will be stored securely within Prisma Health's infrastructure.

- All data will be processed, stored, and accessed exclusively within the continental United States.

- Prisma Health will implement and maintain industry-standard security safeguards including: Multifactor authentication via Ping Identity; Microsoft Office 365 for all staff and contractors; Regular malware protection updates and patching; Physical and electronic barriers (*e.g.*, locked server rooms and encrypted access); Media sanitization via secure overwriting protocols.

- Prisma Health shall have an annual SSAE 18 SOC 2 Type II audit conducted by a third-party firm. The audit scope shall include Security, Availability, Processing Integrity, Confidentiality, and Privacy.

- Prisma Health will notify USC within 24 hours of any data breach of Prisma Health operated and controlled systems and will be responsible for the following response efforts: forensic investigation; notification of affected parties; up to two years of identity theft monitoring; and payment of fines and penalties.

6. **Artificial Intelligence Integration**. Prisma Health shall use commercially reasonable efforts to integrate AI to support clinical/diagnostic care and research initiatives that the Center.

EXHIBIT B

Clinical Space Lease Agreement

[INSERT FORM OF SPACE LEASE AGREEMENT]

EXHIBIT C

Equipment Lease Agreement

[INSERT FORM OF EQUIPMENT LEASE AGREEMENT]

CLINICAL SPACE LEASE AGREEMENT

THIS CLINICAL SPACE LEASE AGREEMENT ("Lease") is made as of the Effective Date (which is the date on which the South Carolina Department of Administration approves this Lease as set forth on the signature page) by and between the University of South Carolina ("Landlord") and Prisma Health ("Tenant"), (individually, a "Party" and collectively "the Parties").

WHEREAS, Landlord has established the University of South Carolina Brain Health Network, a State-funded initiative with the primary mission of improving early detection and accurate diagnosis of neurological diseases and increasing access to cutting-edge treatments and brain-related disease research; and

WHEREAS, Landlord acquired and renovated a 75,000 square foot building located on the Prisma Health Richland Hospital campus (the "Brain Health Center") to serve as the main hub for the Brain Health Network's brain health clinics established across South Carolina; and

WHEREAS, on June 25, 2025, the State of South Carolina, acting on behalf of Landlord, issued Solicitation No. 5400028327, an RFP described as "Clinical Operations Management at USC Brain Health Center" ("the Solicitation"), seeking solution-based proposals from qualified clinical/practice management firms to operate and manage clinical space within the Brain Health Center; and

WHEREAS, the Solicitation contemplated the execution of multiple contracts between Landlord and the successful Offeror, including but not limited to a Co-Management Agreement, an Equipment Lease, and a Lease of clinical space within the Brain Health Center; and

WHEREAS, the State of South Carolina issued an Intent to Award these contracts to the Tenant on December 16, 2025; and

WHEREAS, Landlord and Tenant, in furtherance of the objectives described above and set forth in the Solicitation and the Co-Management Agreement, desire to enter this Lease of clinical space within the Brain Health Center described herein.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, premises (the "Demised Premises") consisting of **9,496** rentable square feet on the first and second floor(s) of the Brain Health Center (the "Building") located at 3555 Harden Street Extension in the City of Columbia, in the County of Richland, State of South Carolina, together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. A floor plan of the Demised Premises is attached hereto as Exhibit "A."

ARTICLE 2 – TERM

2.1. The term of this Lease shall be five (5) years (the "Initial Term") beginning on the Commencement Date (as defined herein) and, unless terminated or extended, shall end at midnight on the fifth anniversary of the Commencement Date (the "Termination Date"), or such earlier date on which the Initial Term shall end pursuant to any of the terms, covenants, or conditions of this Lease. For purposes of this Lease, the Commencement Date shall be the date the Demised Premises are ready for occupancy and use by Tenant to perform the Clinical Services described in the Solicitation and Co-Management Agreement, such date to be no earlier than seven (7) days following the later of: (a) the completion, in compliance with all applicable laws, regulations, and ordinances, of all construction work and other improvements to the Demised Premises by Landlord and installation of all furnishings and equipment to be provided by Landlord for use by Tenant to provide the Clinical Services in accordance with the Solicitation and Co-Management Agreement; and (b) the issuance to Landlord by any government authority of any required certificate of occupancy and other permits, licenses, and approvals necessary for occupancy and use of the Demised Premises by Tenant in accordance with the Solicitation and Co-Management Agreement. Prior to commencement of the Initial Term, Landlord and Tenant shall promptly execute and deliver to each other an agreement (the "Commencement Date

Agreement") in the form attached hereto as Exhibit "B," confirming the actual Commencement Date. Notwithstanding the foregoing, upon termination of the Parties' Co-Management Agreement for any reason, then this Lease shall also immediately terminate subject to Article 16.

ARTICLE 3 - BASIC RENT

3.1. Tenant shall pay rent (the "Basic Rent") to Landlord during the first year of the Initial Term at the rate of $37.00 per rentable square foot, in the annual aggregate amount of $351,352.00 payable in equal monthly installments of $29,279.33 in advance on or before the tenth (10th) day of each consecutive calendar month of the Initial Term. Basic Rent shall thereafter increase by three percent (3.0%) each subsequent year during the Initial Term. Basic Rent for the Initial Term shall be in the amounts set forth on the Rent Schedule in this subparagraph.

INITIAL TERM	MONTHS	ANNUAL RENT	MONTHLY RENT	RENT PER SF
YEAR 1	1 - 12	$ 351,352.00	$ 29,279.33	$ 37.00
YEAR 2	13 - 24	$ 361,892.56	$ 30,157.71	$ 38.11
YEAR 3	25 - 36	$ 372,749.34	$ 31,062.44	$ 39.25
YEAR 4	37 - 48	$ 383,931.82	$ 31,994.32	$ 40.43
YEAR 5	49 - 60	$ 395,449.77	$ 32,954.15	$ 41.64

3.2. All Tenant payments made pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.3. The Parties acknowledge and agree that the Basic Rent to be paid hereunder was negotiated at arms-length and is intended to be commercially reasonable and consistent with the fair market value for the space leased.

3.4. Unless notified otherwise in writing, all payments shall be mailed to Landlord at the following address:

USC Brain Health Center
Attn: Program Manager,
3555 Harden Street Extension, Columbia, SC

.

ARTICLE 4 – USE

4.1. Tenant may use the Demised Premises to perform its obligations under the Parties' Co-Management Agreement and for no other purpose.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant shall not assign, sublet, mortgage or encumber its interest in this Lease, in whole or part, without the prior written consent of the Landlord.

5.2. If Tenant's interest in the Lease is assigned, sublet out, occupied by or used by any person other than Tenant, then Landlord may direct the Assignee, Subtenant, User or Occupant to pay rent, excess rent, and additional rent directly to Landlord.

5.3. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any Assignee or Sub-Lessee of Tenant and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

6.1. Tenant shall separately meter all utilities servicing the Demised Premises and make direct payment for such utility services to the suppliers thereof. Landlord shall provide all Building maintenance, landscaping maintenance, security services, building information services (other than those IT infrastructure services that are Tenant's responsibility under the Co-Management Agreement), and any other service necessary to maintain and operate the Demised Premises.

ARTICLE 7 - LANDLORD'S REPRESENTATIONS

7.1. Landlord represents to Tenant that:

(a) Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) The use of the Demised Premises contemplated by this Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord's knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant's intended use of the Demised Premises as described in this Lease;

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(f) Landlord will keep the Building and the Demised Premises in good order and repair and make all reasonable improvements to maintain the Building and the Demised Premises in the same condition as at the commencement of this Lease;

(g) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other person, party or entity.

(h) Landlord agrees to provide Tenant, at no additional cost or expense to Tenant, with reasonably sufficient unreserved, illuminated parking spaces on the paved parking area adjacent to the Building, including, without limitation, handicapped parking spaces, for Tenant's employees, agents, invitees, and patients, which shall in no event be less than the number of parking spaces required with respect to the Demised Premises under applicable laws. Notwithstanding the foregoing, the Parties acknowledge and agree that parking control measures (*e.g.*, decal requirements for the Center staff) may be required to ensure sufficient parking for the Center's patients and visitors.

(i) Landlord will maintain the heating, ventilation, and air-conditioning systems ("HVAC") in good working order at the Building and Demised Premises.

ARTICLE 8 - TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due. If Basic Rent becomes more than fifteen (15) days past due, then Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice; if Tenant fails to make any Basic Rent payment within fifteen (15) days of Landlord's written notice, then such failure shall constitute a default under the terms of this Lease, and Landlord may pursue any remedies provided it under this Lease or as otherwise provided by law. In addition, for all Basic Rent not paid within fifteen (15) days of Landlord's written notice, Tenant shall pay to Landlord a late charge equal to one and one-half percent (1.5%) of the rent amount due.

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 16 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by, (1) settling, (2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or (3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and

(e) Allow Landlord reasonable access to the Demised Premises for inspections, provided that Landlord inspections shall be scheduled at such times so as not to interfere with patient care, safety, and privacy in accordance with Article 11.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1. Landlord agrees that the Building and Demised Premises, being open to the public, shall comply with any and all applicable Federal and State laws, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped. In the event the Building or Demised Premises do not so comply as of the Commencement Date of this Lease, Landlord shall, at Landlord's sole cost and expense and within ninety (90) days following the Commencement Date, alter, repair, renovate or otherwise provide at the Building and Demised Premises all reasonable access and use thereof for the aged, disabled or physically handicapped as required by Law.

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1 Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Improvements") at its sole cost and expense. Each such Improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, then the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, then Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

ARTICLE 11 - LANDLORD'S RIGHT TO ENTER PREMISES

11.1. Landlord, or its authorized agents, may at any reasonable time, enter the Demised Premises to inspect, make repairs, improvements and/or changes to the Demised Premises or surrounding areas as Landlord deems necessary and there shall be no diminution of rent or liability on the part of Tenant by reason of inconvenience, annoyance or injury to business. Landlord will provide Tenant with advance notification of such activity and the Parties shall cooperate to ensure such activity does not interfere with patient care, safety, and privacy.

ARTICLE 12 - TAXES AND INSURANCE

12.1. Landlord shall at all times during the Initial Term of this Lease maintain, with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal.

12.2. Tenant agrees to maintain in force, at all times during the term of this Lease, on all fixtures, equipment, personnel, and inventory in the Demised Premises, a policy or policies of insurance with companies licensed to transact business in the State of South Carolina, to the extent of 100% of the insurable replacement value thereof, the proceeds of which will, as long as this Lease is in effect, be used for the repair or the replacement of the property so insured.

12.3. Tenant, at its own expense, shall provide and keep in force with companies acceptable to the Landlord, general liability insurance for the benefit of the Landlord and Tenant in the amount of not less than One Million Dollars ($1,000,000) per occurrence. Tenant shall furnish Landlord a certificate of such policy confirming such coverage and naming the Landlord as an additional insured due on or before taking possession of the Demised Premises, and Tenant shall arrange for notice by its insurance carrier to Landlord in the event of any cancellation of insurance coverage. The Parties agree that Tenant may meet the requirements of Sections 12.2 and 12.3 through Tenant's self-insurance program combined with excess/umbrella coverage to satisfy the limit requirements set forth above.

ARTICLE 13 – INDEMNITY

13.1. Landlord shall not be liable to Tenant, or those claiming through or under Tenant, for injury, death, or property damage in, on or around the Demised Premises and appurtenances thereto, and Tenant shall indemnify Landlord, its Board of Trustees, officers, servants, agents, or employees ("Landlord Indemnitees"), and hold them harmless from any claim of damage arising out of any incidents that result in an injury, death or property damage occurring in, on or around the Demised Premises arising from Tenant's possession, use, occupation, management, repair, maintenance or control of the Demised Premises or any act, omission, or negligence of Tenant, Tenant's agents, invitees, or visitors ("Claims"). Notwithstanding the foregoing, Tenant shall not be obligated to indemnify, defend,

and hold harmless the Landlord Indemnitees to the extent such Claims are caused by the negligence or intentionally wrongful act of Landlord or any Landlord Indemnitee.

13.2. Notwithstanding the foregoing, Tenant's liability for damages arising out of its acts or omissions are expressly subject to the limitations set forth in S.C. Code Ann. §33-56-180 and Landlord's liability for damages arising out of its acts or omissions are expressly subject to the limitations set forth in S.C. Code Ann. §15-78-10 *et. seq.*

13.3. Tenant shall notify Landlord of any serious accident or injury to persons or property in the Demised Premises within 24 hours of such accident.

ARTICLE 14 - ENVIRONMENTAL CONSIDERATIONS

14.1. Definitions. The following terms shall have the following meanings for purposes of this Article 14:

1. "Claims" shall mean:
   a. Any and all suits, demands, actions, fines, penalties, allegations, enforcement, cleanup, removal, closure plans, contribution or other actions or proceedings, liens, or other claims by any Government Entity at any time from and after the effective date of the Lease threatened, instituted or claimed;
   b. Any and all allegations, liabilities, costs, expenses, damages, attorneys' fees, experts' fees, costs or expenses arising in connection with any death or injury to any person or damages to any property occurring on or after the effective date of the Lease;
   c. Any and all personal injury, property damage, nuisance, tort, or other allegations, actions, or demands arising on or after the effective date of the Lease brought at any time by any third parties; and
   d. Any and all other judgments, allegations, losses, damages, liabilities, deficiencies, injunctions, attorneys' fees, experts' fees, costs or expenses imposed, threatened, paid or incurred at any time from and after the effective date of the Lease arising out of Tenant's use of the Demised Premises, whether foreseeable or unforeseeable, suspected or unsuspected, conditional or unconditional.
2. "Environmental Laws" shall mean the Comprehensive Environmental Response, compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 *et seq.*; the Resource Conversation and Recovery Act, 42 U.S.C. §6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*; the Clean Water Act, 33 U.S.C. §1321 *et seq.*; the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Medical Waste Tracking Act, 42 U.S.C. §6992 *et. seq.*; and any other federal, state, county, municipal, local or other statute, law, ordinance, rule, or regulation which may relate to or deal with medical or infectious waste, human health, or the environment, all as may be from time to time amended or subsequently enacted.
3. "Governmental Entity" shall mean any local, state, federal, foreign, or international governmental authority, agency, or entity, including, but not limited to, any court, tribunal, or panel.
4. "Hazardous Substance Activity" shall mean the generation, possession, transportation, transfer, recycling, storage, use, treatment, manufacture, investigation, removal, remediation, release, exposure of others to, sale, distribution, or disposal (including, but not limited to, land filling, incineration, abandonment, evaporation, or dilution) of any Hazardous Substance or any product containing a Hazardous Substance.
5. "Hazardous Substances" shall mean any material or substance which is defined or included in the definition of a hazardous or toxic material, substance, or waste, medical or infectious waste, radioactive material or waste, or a pollutant or contaminant, pursuant to any Environmental Law.

14.2. Use of Hazardous Substance: Tenant shall conduct all Hazardous Substance Activities on the Demised Premises in compliance with all applicable law and regulation, including without limitation S.C. Code Regs §61-63 (Radioactive Materials), S.C. Code Regs §61-79 (Hazardous Waste), and S.C. Code Regs §61-105 (Infectious Waste). Tenant shall obtain a South Carolina License from the South Carolina Department of Environmental Services ("SCDES") prior to the use of any radioactive materials. Further, Tenant shall obtain a SCDPH issued EPA number if it generates or contemplates generating any hazardous waste. Tenant agrees that no Hazardous Substances are to be disposed of through drains or sewers.

14.3. Reports. At Tenant's expense, Tenant will comply with any periodic reporting requirements imposed by any Governmental Entity concerning Hazardous Substance Activities conducted by the Tenant on the Demised Premises or in connection with its business.

14.4. Tenant will furnish Landlord with a copy of the Material Safety Data Sheet (MSDS) for each substance Tenant has in its possession in the Demised Premises, for which the nature of the substance requires a MSDS under any health, environmental or occupational law or regulation. Tenant will provide an MSDS for each

new substance it introduces onto the Demised Premises within 48 hours of the substance's introduction. Tenant will further provide an estimate of the average amount of the substance it intends to maintain on the Demised Premises and will notify Landlord when the substance is no longer present on the Demised Premises.

14.5. Permits. Tenant shall obtain, at Tenant's expense, all approvals, whether in the form of a license, permit, certification, or other authorization, required by any Governmental Entity with respect to Hazardous Substance Activities conducted on the Demised Premises or in connection with Tenant's business, maintain all such required approvals for the duration of the Lease term. Tenant shall provide Landlord with a copy of all such approvals and provide such evidence of such continuing compliance as Landlord may from time-to-time request.

14.6. Removal of Storage Tanks and Equipment. At the expiration of this Lease or earlier termination as provided for herein, Tenant shall remove, at Tenant's expense, any storage, processing, disposal, handling, or other equipment used in the handling, processing, or disposal of Hazardous Substances installed or used by Tenant in or on the Demised Premises and shall promptly repair any damages to the Demised Premises and/or Landlord's property.

14.7. Tenant and Landlord agree that Landlord shall provide certain services related to environmental health and safety to the Tenant. The cost and extent of these services will be negotiated separately and finalized in a separate agreement between the parties.

ARTICLE 15 - MINOR REPAIRS

15.1. If at any time during the Initial Term Tenant shall find items in need of repair or replacement in the Demised Premises, including, but not limited to, torn or damaged carpet, improper or inadequate lighting, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises, then Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within thirty (30) days of the date of Tenant's notice thereof.

ARTICLE 16 - SURRENDER

16.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, permitted additions, Improvements or alterations made by Tenant. Tenant, at its own expense, shall remove from the Demised Premises on or prior to such expiration or earlier termination its property situated therein.

16.2. Any property left in the Demised Premises after the expiration or termination of the Lease shall be deemed to have been abandoned and shall become property of Landlord to dispose of at Landlord's discretion and in accordance with the requirements of the SC Surplus Property Office, with any associated costs and fees billed to the Tenant.

ARTICLE 17 - NOTICES

17.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by first class mail, postage prepaid, addressed to Landlord or Tenant at the addresses appearing at the heading of this Lease.

ARTICLE 18 – AMENDMENTS

18.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be orally waived, unless such amendment, modification, termination or waiver is in writing and signed by the party against whom enforcement of the amendment, modification, termination or waiver is sought.

ARTICLE 19 – HOLDOVER

19.1. In the event Tenant shall remain in the Demised Premises after the Initial Term has expired, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent in effect for the Initial Term until either Landlord or Tenant, by thirty (30) days written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 20 – MISCELLANEOUS

20.1. If any provision of the Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

20.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

20.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

20.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

20.5. This Lease, any dispute, claim, or controversy relating to this Lease, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims, or controversies relating to this Lease shall be resolved only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina.

20.6. Exhibit "A" and Exhibit "B" referred to in this Lease is incorporated herein and made a part hereof.

20.7. Nothing in this Lease is to be construed to restrict the professional judgment of Tenant or its personnel, or Landlord or its personnel, as a result of entering into this Lease to refer any patient to any health care facility which Tenant, or its personnel, or Landlord, or its personnel, believes is necessary or desirable in order for a patient to obtain proper and appropriate treatment or to comply with the wishes of the patient or patient's family. By signing this Lease, the Parties hereby certify that this Lease is not entered into because of any agreement between Landlord or Tenant for the referral of patients, either implied or otherwise, or that either Party is in any way being compensated based upon the number of referrals of patients that they may make to each other. The Parties specifically do not intend to violate the Federal Anti-Fraud and Abuse provisions, which are codified at 42 U.S.C. §1320a-7b(b) et seq., the Ethics in Patient Referrals Act which is codified at 42 U.S.C. §1395nn (commonly known as the "Stark Law"), or the South Carolina Provider Self-Referral Act of 1993, S.C. Code Ann. §44-113-10 *et seq.* The Parties, by signing this Lease, hereby certify that they intend to (a) substantially comply with the "Space Rental and Equipment Rental" Safe Harbors contained at 42 C.F.R. §1001.952(b) and (c), and (b) fully comply with one or more of the "Rental of Office Space," "Rental of Equipment" and "Timeshare Arrangements" exceptions to the Stark Law contained at 42 C.F.R. §411.357(a), (b) and (y), respectively, and such other applicable laws which may be enacted from time to time.

20.8. The Parties are entering into this Lease intending to comply with all provisions of applicable law. If, due to new or existing state or federal laws, rules or regulations or due to any action of any governmental authority to enforce or interpret any existing state or federal law, rule or regulation, the transaction contemplated by this Lease does not comply with applicable law, then the Parties shall negotiate in good faith to attempt to alter their relationship and/or this Lease to comply with applicable law while preserving the material terms of their relationship. Any provisions of laws that invalidate or which otherwise are inconsistent with the terms of this Lease, or would cause any party to be in violation of law, shall be deemed to have superseded and amended the terms of this Lease; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Lease to the greatest extent possible consistent with the requirements of law.

20.9. Landlord and Tenant shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto, each as amended from time to time ("HIPAA"), regarding the receipt, use, disclosure and maintenance of "protected health information" as defined in HIPAA. Each Party shall be responsible for maintaining its own patient records, and unless otherwise expressly agreed by the Parties in writing, neither Party shall rely upon or utilize the services provided by other Party hereunder for any business associate functions.

20.10. Tenant represents and warrants that neither it nor any of its personnel: (A) has been convicted of a criminal offense related to healthcare (unless he, she or it has been officially reinstated into the federal healthcare programs by the OIG and provided proof of such reinstatement to Landlord); (B) is under sanction, exclusion or investigation (civil or criminal) related to healthcare by any federal or state enforcement, regulatory, administrative or licensing agency or is not ineligible for federal or state program participation; or (C) is listed on the General Services Administration's List of Parties Excluded from the Federal Procurement and Non-Procurement Programs or the OIG's List of Excluded Individuals/Entities. Tenant shall immediately notify Landlord in writing of any such conviction, sanction, exclusion, investigation or listing of Tenant or any of its personnel.

20.11. Casualty. If the Demised Premises shall be partially or totally damaged or destroyed by fire or other casualty not attributable to the negligence of Tenant, the Basic Rent payable hereunder shall be abated to the extent that the Demised Premises shall have been rendered untenantable and for the period from the date of such damage or destruction to the date it is rendered tenantable. Should Tenant reoccupy a portion of the Demised Premises during the period any restoration work is taking place and prior to the date same is made completely tenantable, Basic Rent allocable to such portion shall be payable by Tenant from the date of such occupancy.

(*Signature Page Follows*)

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year indicated under their signature.

WITNESS:

_____

LANDLORD:

_____

Stacey Bradley
Interim Secretary, Board of Trustees

_____

Date

WITNESS:

_____

TENANT:

_____

(signature for tenant)

_____

(printed name and title of signatory)

_____

Date

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the South Carolina Department of Administration, Division of Facilities Management and Property Services, this _____ day of _____, 2026. This Lease was approved by the Joint Bond Review Committee at its _____, 20__ meeting and by the State Fiscal Accountability Authority at its _____, 20__ meeting.

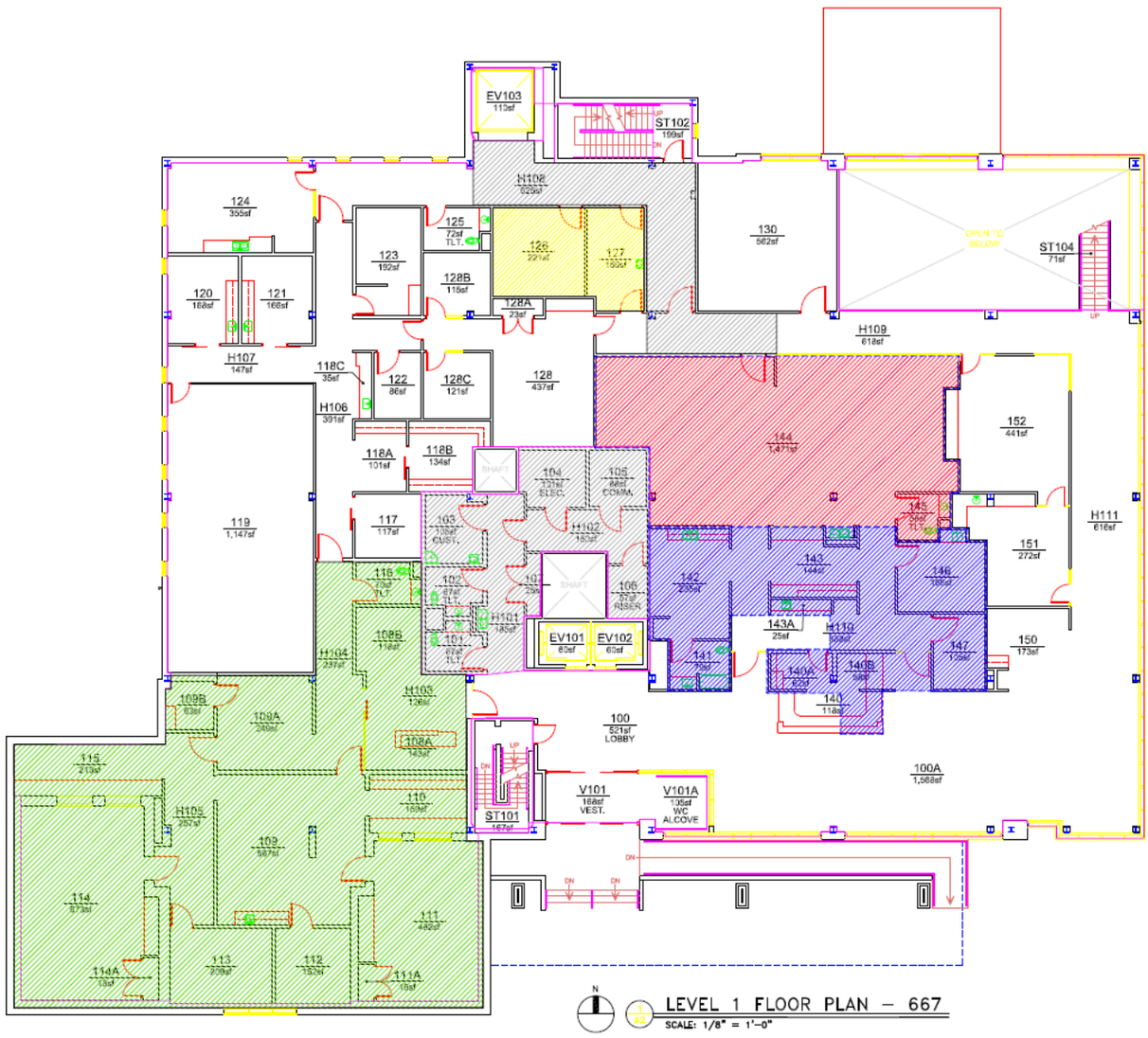
___ _____

EXHIBIT A

Demised Premises

Floor Level	Space - Room Numbers.	Gross SF	Gross Measured Area	Major Vertical Penetrations	Floor Rentable Area	Floor Usable Area	Usage Factor	Factored Usable Area	Floor Common Area	Floor R/U Ratio	Lease Area SF
Lower Level		18653	17720	874	16846	plot					
First Level		21529	20758	2180	18578	17020			1558	1.092	
Prisma Areas											
	Open PT-144, 145					1558	60%	935			
	PT Office Area- 140 (portion of), 140A, 140B, 141, 142,143, 143A,146, 147, H110					1374	100%	1374			
	MRI Tesla 7					2105	10%	211			
	MRI Tesla 3					2105	80%	1684			
	Supply and Linen 126 / 127					380	50%	190			
Prisma First Level Areas								4394		1.092	4798
Second Level		18754	18344	929	17415	14909			2506	1.168	
Prisma Areas											
	Infusion Rooms/Lab Area 261-275, Clinic Area Exam Rooms 257-260, Team Station (portion) 247, Check-in/Check-out (portion) 244/244A					3213	100%	3213			
	Waiting Room 200A					1618	50%	809			
Prisma Second Level Areas								4022		1.168	4698
Total Prisma Area											**9496**

First Floor



Second Floor

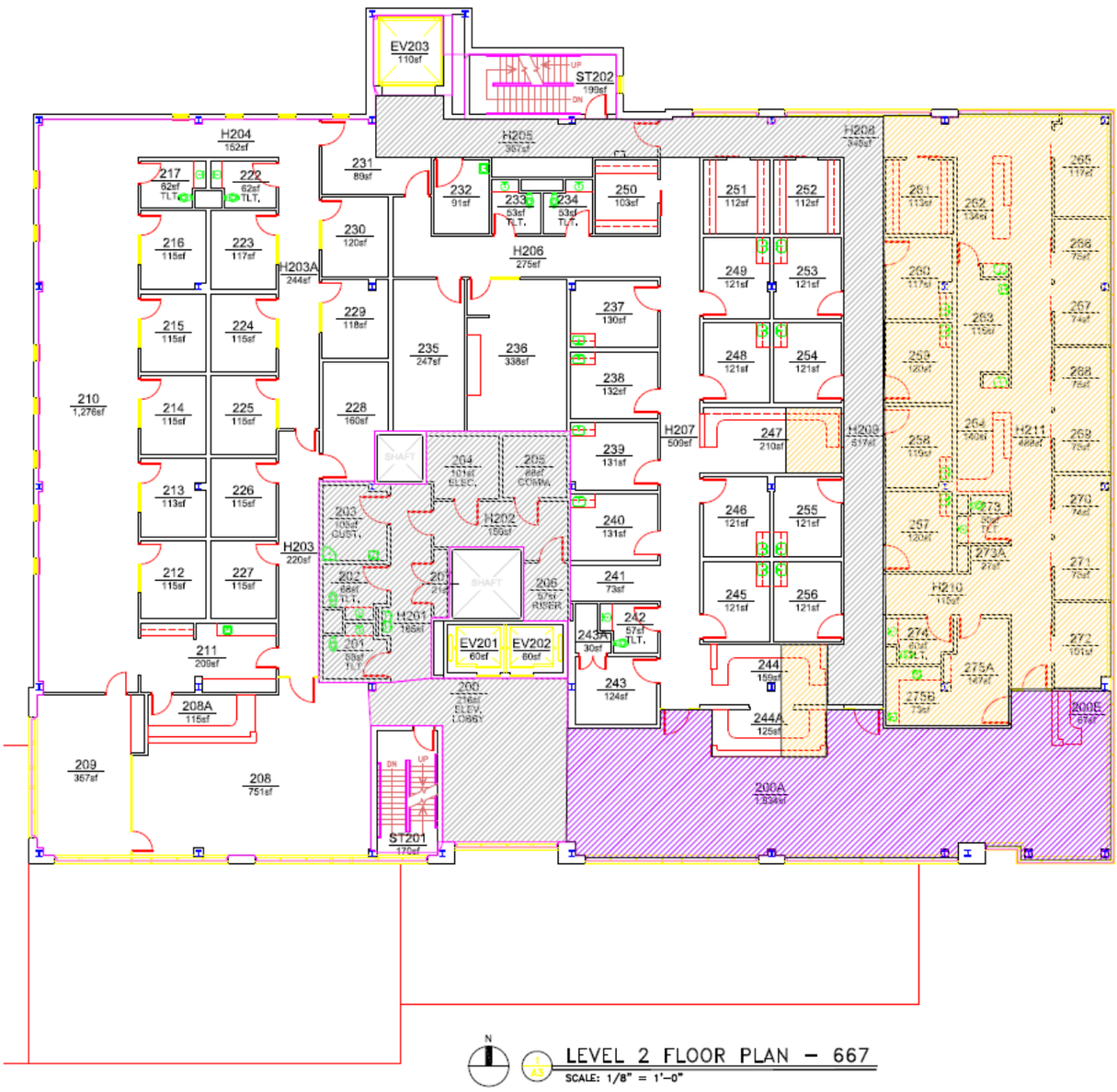


EXHIBIT B

FORM OF COMMENCEMENT DATE AGREEMENT

Commencement Date Agreement

THIS COMMENCEMENT DATE AGREEMENT (this "Agreement"), effective as of the date of the last signature below (the "Effective Date"), is entered into by and between the University of South Carolina ("Landlord") and Prisma Health ("Tenant") (Landlord and Tenant shall collectively be referred to herein as the "Parties" or, individually, as a "Party").

WHEREAS, by Lease Agreement dated [_____] (the "Lease"), Landlord leased to Tenant certain Demised Premises located in Landlord's Brain Health Center, as more particularly described in the Lease; and

WHEREAS, Section 2.1 of the Lease contemplates that Landlord and Tenant will execute an agreement affirming the Commencement Date of the Lease;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined in this Agreement shall have the definitions given to them in the Lease.

2. Commencement Date. The Commencement Date of the Lease is hereby fixed at [_____], all preconditions thereto having been satisfied or waived.

3. Except as herein expressly modified, all terms, covenants, conditions, and provisions of the Lease remain in full force and effect and binding upon all the Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year indicated under their signature.

WITNESS:

_____

LANDLORD:

_____
Stacey Bradley
Interim Secretary, Board of Trustees

_____
Date

WITNESS:

_____

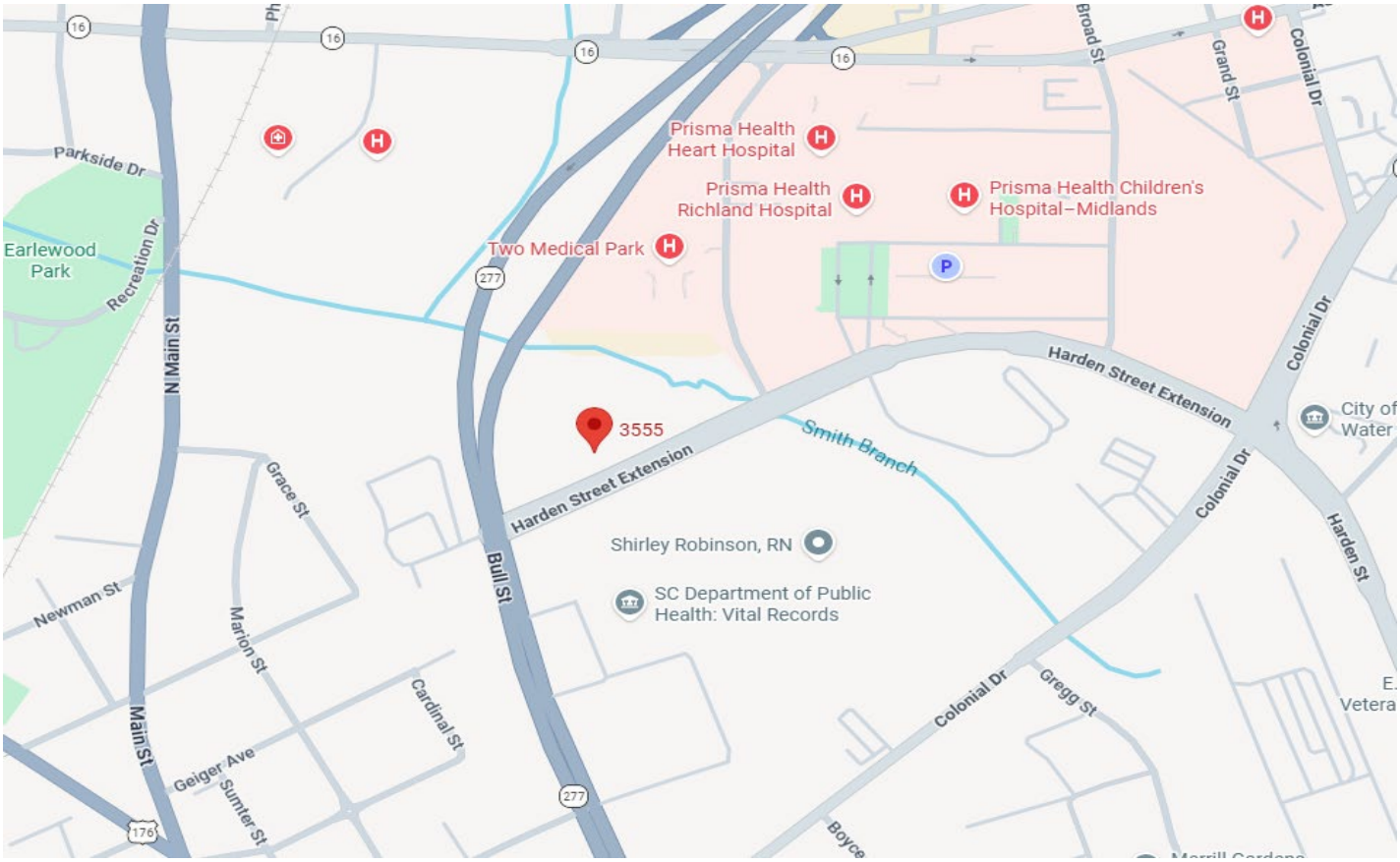
TENANT:

_____
(signature for tenant)

_____
(printed name and title of signatory)

_____
Date

This Agreement is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the South Carolina Department of Administration, Division of Facilities Management and Property Services, this _____ day of _____, 2026.


Prisma Health
Heart Hospital
Prisma Health
Richland Hospital
Prisma Health Children's
Hospital–Midlands
Two Medical Park
3555
Harden Street Extension
Smith Branch
Shirley Robinson, RN
SC Department of Public
Health: Vital Records
Parkside Dr
Earlewood
Park
Recreation Dr
N Main St
Grace St
Newman St
Marion St
Main St
Cardinal St
Geiger Ave
Sumter St
Bull St
Broad St
Grand St
Colonial Dr
Harden St
Gregg St
Boyce
City of
Water
16
277
176

3555
HARDEN ST. EXTENSION
PATIENT
PATIENT

AGENCY: South Carolina Aeronautics Commission

SUBJECT: South Carolina Aeronautics Commission - Aircraft Fleet Modernization

In FY 2023–2024, the South Carolina General Assembly appropriated $10 million to modernize the South Carolina Aeronautics Commission (SCAC) aircraft fleet. At that time, the fleet consisted of two aging aircraft—a 1983 King Air C90-1 and a 1990 King Air 350. The approved modernization strategy included acquisition of a newer primary aircraft, disposition of both legacy aircraft, and use of remaining funds and sale proceeds to acquire a second replacement aircraft.

In August 2024, SCAC completed the purchase of a 2018 King Air 350i for approximately $6.1 million. The legacy King Air 350 was subsequently sold in June 2025. The sale of the King Air C90 proved to be more difficult but was finally sold in March 2026 following additional maintenance and re-listing efforts. Total available funding from the remaining appropriation and aircraft sale proceeds is approximately $6.9 million.

With the sale of both legacy aircraft, SCAC is currently operating with a single aircraft while proceeding with the next phase of fleet modernization. An internal Aircraft Search Committee evaluated mission requirements using historical flight data and determined that a second turboprop aircraft is appropriate to ensure operational reliability, meet typical mission profiles, and maintain cost efficiency.

The Committee also evaluated the potential acquisition of a jet aircraft. While a jet could offer increased speed and may have some appeal for longer-distance travel, historical usage data indicates that most SCAC missions are short-distance and would not materially benefit from jet performance. Additionally, jet aircraft carry significantly higher acquisition and operating costs, particularly for shorter flights, and would require additional pilot training and maintenance support. Based on these considerations, the Committee determined that a jet aircraft would not be the most cost-effective or operationally appropriate option at this time.

Based on this analysis, the Committee recommends acquisition of a replacement aircraft in the King Air 250 class, which aligns with the State's mission needs, including short-distance travel, moderate passenger loads, and the ability to operate on shorter runways. Estimated acquisition costs are approximately $4.8 million to $5.2 million which is well within available funding limits.

AGENCY: South Carolina Aeronautics Commission

SUBJECT: South Carolina Aeronautics Commission - Aircraft Fleet Modernization

Approval of this request will allow SCAC to proceed with procurement of the second replacement aircraft and complete the core fleet modernization effort authorized by the General Assembly.

AUTHORITY ACTION REQUESTED:

Authorize the South Carolina Aeronautics Commission to submit offers, make deposits, conduct due diligence and proceed with the purchase of a second replacement aircraft.

ATTACHMENTS:
1. Agenda Item Worksheet
2. Section 1-11-405 of the South Carolina Code of Laws
3. Section 11-35-710 of the South Carolina Code of Laws
4. FY 24 Budget Proviso 118.19(B)(58)
5. SCAC Aircraft Search Committee Report, March 18, 2026
6. King Air 250 marketing brochure
7. June 10, 2026 Letter of the Joint Bond Review Committee

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/16/2025 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: SC Aeronautics
   (b) Authorized Official Signature: Gary W. Siegfried, PE

2. **Subject:** SC Aeronautics – Aircraft Fleet Modernization

3. **Summary and Background Information:**

In FY 2023–2024, the South Carolina General Assembly appropriated $10 million to modernize the South Carolina Aeronautics Commission (SCAC) aircraft fleet. At that time, the fleet consisted of two aging aircraft—a 1983 King Air C90-1 and a 1990 King Air 350. The approved modernization strategy included acquisition of a newer primary aircraft, disposition of both legacy aircraft, and use of remaining funds and sale proceeds to acquire a second replacement aircraft.

In August 2024, SCAC completed the purchase of a 2018 King Air 350i for approximately $6.1 million. The legacy King Air 350 was subsequently sold in June 2025. The sale of the King Air C90 proved to be more difficult but was finally sold in March 2026 following additional maintenance and re-listing efforts. Total available funding from the remaining appropriation and aircraft sale proceeds is approximately $6.9 million.

With the sale of both legacy aircraft, SCAC is currently operating with a single aircraft while proceeding with the next phase of fleet modernization. An internal Aircraft Search Committee evaluated mission requirements using historical flight data and determined that a second turboprop aircraft is appropriate to ensure operational reliability, meet typical mission profiles, and maintain cost efficiency.

The Committee also evaluated the potential acquisition of a jet aircraft. While a jet could offer increased speed and may have some appeal for longer-distance travel, historical usage data indicates that most SCAC missions are short-distance and would not materially benefit from jet performance. Additionally, jet aircraft carry significantly higher acquisition and operating costs, particularly for shorter flights, and would require additional pilot training and maintenance support. Based on these considerations, the Committee determined that a jet aircraft would not be the most cost-effective or operationally appropriate option at this time.

Based on this analysis, the Committee recommends acquisition of a replacement aircraft in the King Air 250 class, which aligns with the State's mission needs, including short-distance travel, moderate passenger loads, and the ability to operate on shorter runways. Estimated acquisition cost is approximately $4.8 million to $5.2 million which is well within available funding limits.

Approval of this request will allow SCAC to proceed with procurement of the second replacement aircraft and complete the core fleet modernization effort authorized by the General Assembly.

4. What is the Authority asked to do? Section 1-11-405 of the South Carolina Code provides that no aircraft may be purchased, leased, or lease-purchased for more than a thirty-day period by any state agency without the prior authorization of the Department of Administration or the State Fiscal Accountability Authority, as appropriate, and the Joint Bond Review Committee.

The Aeronautics Commission requests authorization to follow the same strategy used during the purchase of the first replacement aircraft to acquire the second replacement aircraft. Under authority of S.C. Code Section 11-35-710, SC Aeronautics requests an exemption from the chief procurement officer's area of responsibility for the purchase of a used aircraft by allowing the Agency to submit offers; make deposits; conduct due diligence; and proceed with purchase of the second replacement aircraft; all in accordance with the plan as described herein. The Commission has committed to report its findings and selection to the Committee following acquisition of a suitable replacement aircraft.

To ensure full transparency and that the price offered is fair and reasonable, Aeronautics intends to hire a qualified aircraft appraiser who will evaluate the aircraft and confirm the value prior to purchase.

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5. What is recommendation of the submitting agency involved? Recommend approval for SC Aeronautics to seek out and make offer on second replacement aircraft as discussed above.

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6. Private Participant Disclosure – Check only one:

☒ No private participants will be known at the time the Authority considers this agenda item.

☐ A Private Participant Disclosure form has been attached for each private participant. As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

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7. Recommendation of other office (as required)?

(a) Authorized Signature: _____

(b) Office Name:

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8. List of Supporting Documents:

(a) Letter to John White requesting exemption from State Procurement Code

(b) Section 11-35-710 of the South Carolina Code of Laws

(c) Section 1-11-405 of the South Carolina Code of Laws

(d) FY 24 Budget Proviso 118.19(B)(58)

(e) SCAC Aircraft Search Committee Report, March 18, 2026

(f) King Air 250 marketing brochure

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9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop. Supporting documentation should include all related agreements or approval requests (e.g., leases, contracts, permanent improvements, indebtedness, agenda items), either current or anticipated; or provide affirmation from the submitting agency that there are no related transactions.

SOUTH CAROLINA AERONAUTICS

2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.scaeronautics.com

Henry D. McMaster
GOVERNOR

Gary W. Siegfried, PE
EXECUTIVE DIRECTOR

Aeronautics Commission

Delphin A. Gantt, Jr.
CHAIRMAN

Elliott Summey
DISTRICT 1

Denise Bryan, C.M.
DISTRICT 2

Skeets Cooper
DISTRICT 3

Terry Connorton
DISTRICT 4

Chad McGowan
DISTRICT 5

Marco Cavazzoni
DISTRICT 6

Christopher Bethea
DISTRICT 7

Date: May 7, 2026

To: Mr. Delbert H. Singleton, Jr., Authority Secretary
South Carolina State Fiscal Accountability Authority

Re: FY 24 Budget Proviso 118.19(B)(58)
Modernization of the South Carolina Aeronautics Commission Aircraft Fleet

Dear Mr. Singleton,

The South Carolina Aeronautics Commission is in the process of modernizing the fleet of state aircraft. This process started in 2024 with the acquisition of the first aircraft and Aeronautics is now ready to proceed with purchase of the second aircraft.

The purpose of this letter is to provide background on progress made to date and to request that this matter be added to the agenda of the State Fiscal Accountability Authority (SFAA) meeting of June 16th, 2026.

Background

In FY 2023–2024, the South Carolina General Assembly appropriated $10 million to modernize the South Carolina Aeronautics Commission (SCAC) aircraft fleet. At that time, the fleet consisted of two aging aircraft—a 1983 King Air C90-1 and a 1990 King Air 350. The approved modernization strategy included acquisition of a newer primary aircraft, disposition of both legacy aircraft, and use of remaining funds and sale proceeds to acquire a second replacement aircraft.

In August 2024, SCAC completed the purchase of a 2018 King Air 350i for approximately $6.1 million. The legacy King Air 350 was subsequently sold in June 2025. The sale of the King Air C90 proved to be more difficult but was finally sold in March 2026 following additional maintenance and re-listing efforts. Total available funding from the remaining appropriation and aircraft sale proceeds is approximately $6.9 million.

With the sale of both legacy aircraft, SCAC is currently operating with a single aircraft while proceeding with the next phase of fleet modernization. An internal Aircraft Search Committee evaluated mission requirements using historical flight data and determined that a second turboprop aircraft is appropriate to ensure operational reliability, meet typical mission profiles, and maintain cost efficiency.

The Committee also evaluated the potential acquisition of a jet aircraft. While a jet could offer increased speed and may have some appeal for longer-distance travel, historical usage data indicates that most SCAC missions are short-distance and would not materially benefit from jet performance. Additionally, jet aircraft carry significantly higher acquisition and operating costs, particularly for shorter flights, and would require additional pilot training and maintenance support. Based on these considerations, the Committee determined that a jet aircraft would not be the most cost-effective or operationally appropriate option at this time.

Based on this analysis, the Committee recommended acquisition of a replacement aircraft in the King Air 250 class, which aligns with the State's mission needs, including short-distance travel, moderate passenger loads, and the ability to operate on shorter runways. Estimated acquisition cost is approximately $4.8 million to $5.2 million which is well within available funding limits.

Attached you will find the SFAA Agenda Worksheet and related background information.

Please review and contact me if you have questions about this request or require additional information.

Sincerely

SOUTH CAROLINA AERONAUTICS COMMISSION

Gary W. Siegfried, PE

Cc: Delphin Gantt, Chairman
Elliott Summey, District 1
Denise Bryan, C.M., District 2
Skeets Cooper, District 3
Terry Connorton, District 4
Chad McGowan, Esq., District 5
Marco Cavazzoni, District 6
Chris Bethea, District 7
file

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May 7, 2026

Mr. John White, PE
Material Management Officer and State Engineer
Division of Procurement Services
SC State Fiscal Accountability Authority
1201 Main Street, Suite 600
Columbia, SC 29201

RE: Request exemption from State Procurement Code to purchase used aircraft

Dear Mr. White,

As you may recall, the South Carolina Aeronautics Commission is in the process of modernizing the fleet of state aircraft. This process started in 2024 with the acquisition of the first aircraft and Aeronautics is now ready to proceed with purchase of the second aircraft.

The purpose of this letter is to provide background on progress made to date and to request an exemption from State Procurement Code as was done during the acquisition of the first aircraft.

Background

In FY 2023–2024, the South Carolina General Assembly appropriated $10 million to modernize the South Carolina Aeronautics Commission (SCAC) aircraft fleet. At that time, the fleet consisted of two aging aircraft—a 1983 King Air C90-1 and a 1990 King Air 350. The approved modernization strategy included acquisition of a newer primary aircraft, disposition of both legacy aircraft, and use of remaining funds and sale proceeds to acquire a second replacement aircraft.

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With the sale of both legacy aircraft, SCAC is currently operating with a single aircraft while proceeding with the next phase of fleet modernization. An internal Aircraft Search Committee evaluated mission requirements using historical flight data and determined that a second turboprop aircraft is appropriate to ensure operational reliability, meet typical mission profiles, and maintain cost efficiency.

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Based on this analysis, the Committee recommends acquisition of a replacement aircraft in the King Air 250 class, which aligns with the State's mission needs, including short-distance travel, moderate passenger loads, and the ability to operate on shorter runways. Estimated acquisition cost is approximately $4.8 million to $5.2 million which is well within available funding limits.

Request

As was done during the acquisition of the first aircraft, South Carolina Aeronautics is requesting exemption from South Carolina State Procurement Code for acquisition of the second aircraft.

An exemption from the South Carolina Consolidated Procurement Code is appropriate for the purchase of a used aircraft by the South Carolina Aeronautics Commission due to the unique and highly specialized nature of the used aircraft market.

Unlike standard commodities, each used aircraft is unique with respect to airframe time, engine condition, maintenance history, avionics, configuration, and overall operational capability. Aircraft that meet the Commission's operational and budgetary requirements are limited in availability and often sell quickly, making the traditional procurement timeline impractical and potentially detrimental to the State's interests.

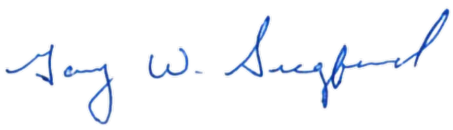
Additionally, the evaluation of a used aircraft depends heavily on technical inspection, maintenance records, FAA compliance, and lifecycle value rather than solely on price. Industry-standard aircraft transactions typically require direct negotiation and rapid decision-making to secure the best available asset.

Granting an exemption would allow the Commission to act efficiently in a competitive market while still maintaining appropriate oversight, conducting independent inspections and valuations, and ensuring responsible stewardship of public funds.

We appreciate your consideration of this request and your consultation on this matter. Please contact me if you need additional information in this regard.

Sincerely,

SOUTH CAROLINA AERONAUTICS COMMISSION



Gary W. Siegfried, PE
Executive Director

SECTION 11-35-710. Exemptions.

(A) The board, upon the recommendation of the chief procurement officer, may exempt governmental bodies from purchasing certain items through the respective chief procurement officer's area of responsibility. The board may exempt specific supplies, services, information technology, or construction from the purchasing procedures required in this chapter and for just cause by unanimous written decision limit or may withdraw exemptions provided for in this section. The following exemptions are granted from this chapter:

(1) the construction, maintenance, and repair of bridges, highways, and roads; vehicle and road equipment maintenance and repair; and other emergency-type parts or equipment utilized by the Department of Transportation or the Department of Public Safety;

(2) the purchase of raw materials by the South Carolina Department of Corrections, Division of Prison Industries;

(3) South Carolina State Ports Authority;

(4) Division of Public Railways of the Department of Commerce;

(5) South Carolina Public Service Authority;

(6) expenditure of funds at state institutions of higher learning derived wholly from athletic or other student contests, from the activities of student organizations, and from the operation of canteens and bookstores, except as the funds are used for the procurement of construction, architect-engineer, construction-management, and land surveying services;

(7) livestock, feed, and veterinary supplies;

(8) articles for commercial sale by all governmental bodies;

(9) fresh fruits, vegetables, meats, fish, milk, and eggs;

(10) South Carolina Arts Commission and South Carolina Museum Commission for the purchase of one-of-a-kind items such as paintings, antiques, sculpture, and similar objects. Before a governmental body procures the objects, the head of the purchasing agency shall prepare a written determination specifying the need for the objects and the benefits to the State. The South Carolina Arts Commission shall review the determination and forward a recommendation to the board for approval;

(11) published books, periodicals, and technical pamphlets;

(12) South Carolina Research Authority;

(13) the purchase of supplies, services, or information technology by state offices, departments, institutions, agencies, boards, and commissions or the political subdivisions of this State from the South Carolina Department of Corrections, Division of Prison Industries;

(14) Medical University Hospital Authority, if the Medical University Hospital Authority has promulgated a procurement process in accordance with its enabling provision;

(15) if approved in writing by the State Engineer in advance, and if some aspect of the overall transaction is otherwise approved by the board in advance of the acquisition, an acquisition of construction from an eleemosynary corporation or foundation, or a wholly owned business thereof, established solely for the governmental body's benefit, but only if the eleemosynary corporation or foundation acquires the construction on behalf of or for the use of the governmental body and does so pursuant to this code, as required by Section 11-35-40(4).

(B) The State Fiscal Accountability Authority shall maintain and post publicly a running list of all currently effective actions taken by the board pursuant to subsection (A).

Title 1 - Administration of the Government

CHAPTER 11

Department of Administration

ARTICLE 1

General Provisions

SECTION 1-11-405. Aircraft purchase, lease, or lease-purchase by state agency.

No aircraft may be purchased, leased, or lease-purchased for more than a thirty-day period by any state agency without the prior authorization of the Department of Administration or the State Fiscal Accountability Authority, as appropriate, and the Joint Bond Review Committee.

HISTORY: 1995 Act No. 145, Part II, Section 44.

Code Commissioner's Note

At the direction of the Code Commissioner, references in this section to the offices of the former State Budget and Control Board, Office of the Governor, or other agencies, were changed to reflect the transfer of them to the Department of Administration or other entities, pursuant to the directive of the South Carolina Restructuring Act, 2014 Act No. 121, Section 5(D)(1), effective July 1, 2015.

Part 1B SECTION 118 - X910 - STATEWIDE REVENUE

2023-2024 Appropriation Act

SECTION 118 – X910 – STATEWIDE REVENUE

118.19. (SR: Nonrecurring Revenue) (A) The source of revenue appropriated in subsection (B) is nonrecurring revenue generated from the following sources:

(B) The appropriations in this provision are listed in priority order. Item (1) must be funded first and each remaining item must be fully funded before any funds are allocated to the next item. Provided, however, that any individual item may be partially funded in the order in which it appears to the extent that revenues are available.

(58) U300-Division of Aeronautics

(a) Aircraft Replacement $ 10,000,000;

(b) Capital Investing for the Statewide Airport System $ 20,000,000;

(c) Facility Maintenance $ 300,000;

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Marco Cavazzoni
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Christopher Bethea
DISTRICT 7

South Carolina Aeronautics Commission (SCAC)
Aircraft Search Committee
Report and Recommendation

March 18, 2026

Attendees:
Bud Coward
Chuck Hyer
Gary Siegfried
Denise Bryan
Tim Truemper

Background

In FY 2023–2024, the South Carolina General Assembly approved a $10 million special appropriation to modernize the SCAC Flight Department fleet. All decisions related to this effort have been made with the overarching goal of being responsible stewards of taxpayer dollars while maintaining a safe, reliable, and efficient aviation capability for the State.

At that time, the fleet consisted of:

- A 1983 Beechcraft King Air C90-1 (purchased in 2010)
- A 1990 Beechcraft King Air 350 (purchased in 1997)

The initial modernization strategy was to:

1. Purchase a newer Beechcraft King Air 350i for approximately $6.0–$6.5 million;
2. Sell both legacy aircraft; and
3. Combine sale proceeds with remaining appropriated funds to acquire a second replacement aircraft (type to be determined).

In August 2024, SCAC acquired a 2018 Beechcraft King Air 350i for $6,100,000. An additional $7,000 was expended to repaint the tail number, leaving a remaining balance of $3,893,000.

Disposition of Legacy Aircraft

Both legacy aircraft were appraised in advance of auction in March 2025:

- King Air 350: $2,650,000
- King Air C90-1: $1,100,000

The aircraft were listed for auction via GovDeals in May 2025, with a closing date of June 13, 2025.

- King Air 350:
  Received one bid of $2,304,000, which was accepted. Net proceeds to the agency totaled $2,387,500 after closing costs.
- King Air C90-1:
  Received no bids. Flight Department personnel determined the lack of interest was likely due to the aircraft being due for inspection.

The C90-1 subsequently underwent required inspections and was reappraised after market review indicated the initial valuation was high. The revised fair market value was determined to be $715,000.

The aircraft was relisted in January 2026. After an initial closing with no bids, the listing was extended into March 2026, at which time a single bid of $679,000 was received and accepted.

Available Funding

Following the sale of both legacy aircraft, SCAC has approximately **$6.9 million** available for acquisition of a second replacement aircraft.

Operational Needs Assessment

The Aircraft Search Committee met on March 17, 2026, to evaluate replacement options. Prior to the meeting, Chief Pilot Tim Truemper analyzed 15 years of flight data to inform decision-making.

Key findings include:

- Most frequent mission distance: **under 200 statute miles**
- Average passenger load: **3.7 passengers**
- Occasional missions: **~600 statute miles with 6–7 passengers**
- Operational requirement: **Ability to operate on runways under 4,000 feet (wet and dry conditions)**

Aircraft Recommendation

Based on mission requirements and cost considerations, the Committee recommends acquisition of a:

Beechcraft King Air 250

- Seating: Up to 7 passengers (plus 2 crew)
- Cruise speed: ~310 mph
- Service ceiling: 35,000 feet
- Operating costs: Slightly higher than the retired C90, but lower than the King Air 350i
- Performance: Well-suited for short runway operations
- Estimated acquisition cost: **$4.8–$5.2 million**

The Committee determined that the King Air 250 best aligns with SCAC's mission profile and provides a balanced approach to performance, efficiency, and cost.

Consideration of Jet Aircraft

The Committee discussed the potential acquisition of a jet aircraft. One viewpoint suggested that a jet may increase utilization by other agencies.

While this may have some merit, historical usage data does not support a significant increase in demand. Additionally:

- Jet aircraft have substantially higher operating costs, particularly for short-distance missions
- Time and efficiency advantages become meaningful primarily on flights exceeding approximately 500 statute miles
- Transitioning to a jet would require additional training for both pilots and maintenance personnel, resulting in increased costs and potential operational disruption

By contrast, SCAC pilots and mechanics are already highly experienced and trained on the Beechcraft King Air platform, allowing for continuity of operations and avoidance of unnecessary training expenditures.

Based on these factors, the Committee does not recommend a jet at this time.

Supplemental Aircraft Opportunity

The Committee also discussed the potential acquisition of a supplemental utility aircraft to support SCAC operations and broader state agency needs.

If a King Air 250 is acquired for approximately $5 million, an estimated **$1.8 million** would remain available. Depending on market conditions, this could support acquisition of a multi-purpose aircraft such as:

- Cessna Caravan
- Daher Kodiak 100
- Cessna 206 (new)

These aircraft offer flexible configurations suitable for:

- Executive transport
- Cargo operations
- Surveillance
- Aerial photography
- Site surveys

Conclusion

The Committee recommends prioritizing replacement of the C90-1 with a King Air 250 to complete the core fleet modernization effort.

Future consideration may be given to acquisition of a supplemental utility aircraft, subject to available funding, agency priorities and approval of the State Fiscal Accountability Authority (SFAA) and the Joint Bond Review Committee (JBRC).

Respectfully submitted,

Tim Truemper
Flight Operations Program Manager

KING AIR 250

Beechcraft

TEXTRON AVIATION

EXPAND YOUR BUSINESS

The most popular business turboprop in the world, the Beechcraft® King Air® 250, now provides better performance and payload to deliver more people to more places in comfort at less cost. The Pro Line Fusion™ flight deck brings unprecedented sophistication to the cockpit. Interior refinements create a King Air cabin unlike any before it.

CUSTOM COMFORT AND ENHANCED PRODUCTIVITY

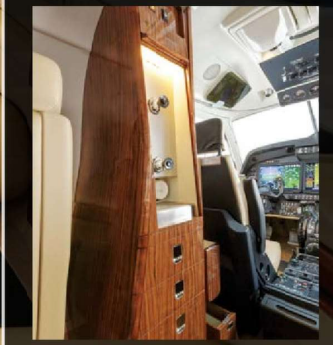
The spacious King Air 250 cabin, with seating for up to seven, creates an environment with added head and shoulder room for unparalleled comfort. Acoustic technologies create the quietest turboprop experience available. Work and relax in leather seats while staying connected in flight with standard Wi-Fi for maximum productivity.

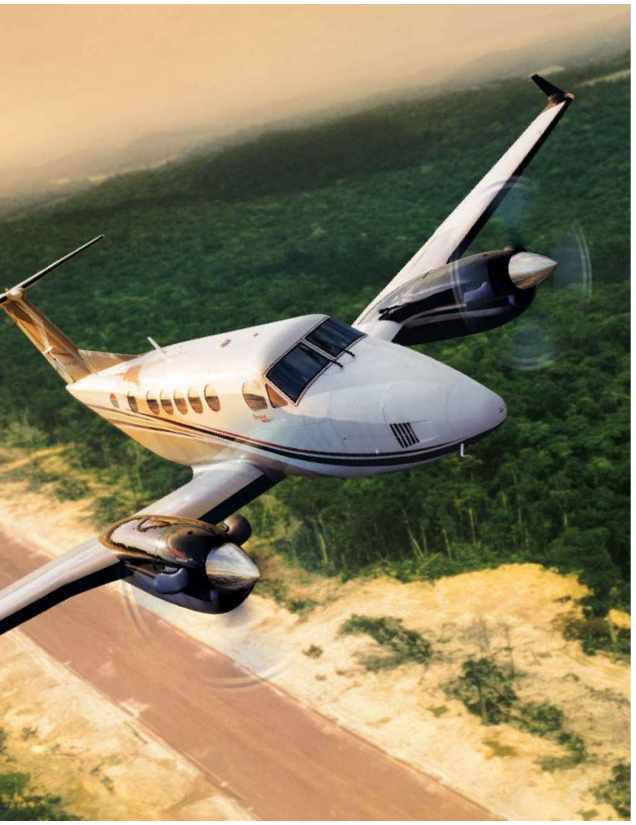
Enjoy longer flights with the dual-zone climate controls and private aft lavatory.

A NEW CLASS OF AMENITIES

The King Air 250 is outfitted with more cabin amenities than you'll find in lesser single-engine turboprops and in aircraft costing millions more.

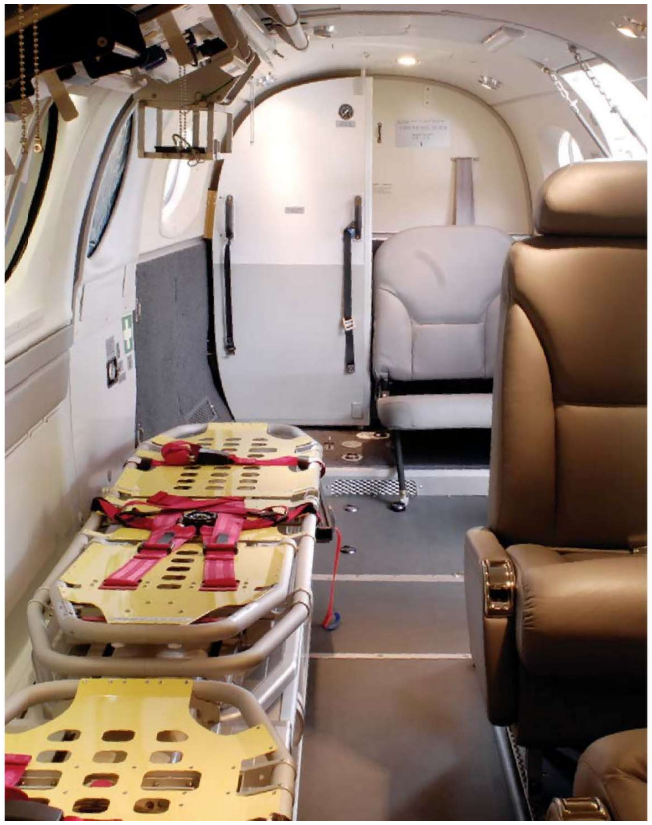
Managing comfort and productivity in flight is easy with a wide range of cabin features. Two stowable work tables, a built-in refreshment center, electronically dimmable windows, standard power outlets and the luxurious aft lavatory all contribute to getting the most out of your flights.





KING AIR 250 VERSATILITY

The large King Air 250 cabin can easily be confgured to serve in a variety of roles, everything from air ambulance and humanitarian missions to cargo to corporate transport to surveillance. The chairs and cabinets are attached to floor-mounted seat tracks for easy recorfiguration. An optional large cargo door 49 inches wide by 52 inches high (124 cm x 132 cm) accommodates oversized cargo.



THE CABIN CONFORMS TO THE MISSION

The King Air 250 delivers the performance, dependability, curability and operating economics critical to special operations, as well as giving your specialized crew a spacious ard flexible environment in which to work. Customize your aircraft for any mission.

One of the world's most capable special missions aircraft, the King Air accommodates heavy payloads of surveillance equipment and cargo, leaving plenty of room for maneuvering in the cabin and transporting priority passengers.

CONFIDENCE OF SIMPLICITY

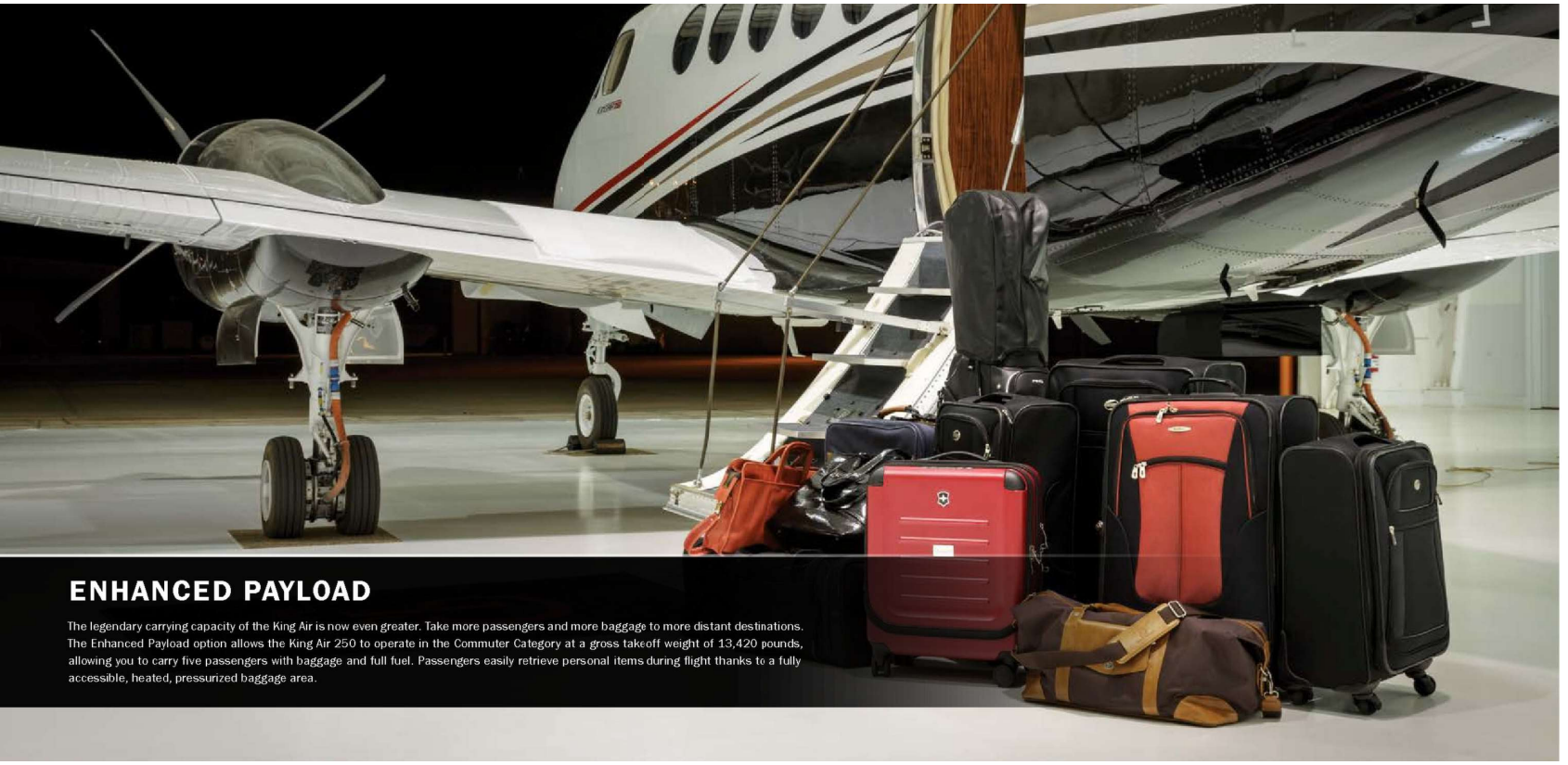
Pro Line Fusion is an intuitive touch-screen flight deck that simplifies how we aviate, navigate and communicate. Featuring standard synthetic vision and enhanced situational awareness, there is no need to fly through FMS menus. It's where the power of simplicity meets cutting-edge performance, durability and reliability.

ENHANCED FLIGHT PLANNING

Enjoy direct access to critical information such as waypoints, routing, weather and all flight planning tools. Pro Line Fusion allows for heads-up flying rather than searching through menus and pages of flight data.

QUICK TO CONFIGURE

Setup of flight displays is now simplified with the new Pro Line Fusion interface. Flight information is quickly organized with fingertip touches and swipes.



ENHANCED PAYLOAD

The legendary carrying capacity of the King Air is now even greater. Take more passengers and more baggage to more distant destinations. The Enhanced Payload option allows the King Air 250 to operate in the Commuter Category at a gross takeoff weight of 13,420 pounds, allowing you to carry five passengers with baggage and full fuel. Passengers easily retrieve personal items during flight thanks to a fully accessible, heated, pressurized baggage area.

KING AIR 250 SPECIFICATIONS

The Enhanced Payload option increases Maximum Takeoff Weight to 13,420 lb (6,087 kg) and Useful Load to 4,670 lb (2,118 kg).

PERFORMANCE		
Takeoff Distance (MTOW)	2,111 ft	(643 m)
Max Range (Ferry, LRC)	1,720 nm	(3,185 km)
Max Cruise Speed	310 ktas	(574 km/h)
Max Operating Altitude	35,000 ft	(10,668 m)

POWERPLANT		
Manufacturer	Pratt & Whitney Canada	
Model		(2) PT6A-52
Power Output	850 shp	(625 kW)

WEIGHTS		
Max Takeoff Weight	12,500 lb	(5,670 kg)
Basic Operating Weight (1 pilot)	8,830 lb	(4,005 kg)
Useful Load	3,760 lb	(1,706 kg)

INTERIOR DIMENSIONS		
Cabin Height	4 ft 9 in	(1.45 m)
Cabin Width	4 ft 6 in	(1.37 m)
Cabin Length	16 ft 8 in	(5.08 m)
Baggage Capacity	550 lb	(249 kg)

MAXIMUM OCCUPANTS	11

*Performance data is based on standard conditions with zero wind. Field performance assumes a level, hard-surface, dry runway. Range is based on a ferry mission at LRC with NBAA IFR reserves.

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97118/PI 04-2016

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Joint Bond Review Committee

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SFAA LIAISON
803-212-6658

ASHBY CHASE
ADMINISTRATIVE ASSISTANT
803-212-6677

June 10, 2026

Mr. Gary W. Siegfried, PE
Executive Director
South Carolina Aeronautics Commission
2553 Airport Boulevard
West Columbia, South Carolina 29170

Dear Mr. Siegfried:

At its meeting today, the Joint Bond Review Committee reviewed and authorized a request by the South Carolina Aeronautics Commission to make an aircraft acquisition that will replace a 1983 King Air C90 sold in March 2026.

The request for review and authorization was made pursuant to Section 1-11-405 of the South Carolina Code of Laws, which provides that no aircraft may be purchased, leased, or lease-purchased for more than a thirty-day period by any state agency without the prior authorization of the Department of Administration or the State Fiscal Accountability Authority, as appropriate, and the Joint Bond Review Committee.

Please advise if you need any further information.

Very truly yours,

Catherine Ortmann Hart
Director of Research

c: Mr. Grant Gillespie
Executive Director
State Fiscal Accountability Authority

AGENCY: Division of Procurement Services

SUBJECT: Exempt South Carolina Aeronautics Commission's (Aeronautics) acquisition of a used aircraft from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.

In Fiscal Year 2023-2024, South Carolina Aeronautics Commission's (Aeronautics) aircraft fleet consisted of two (2) aging Beechcraft King Air aircraft. As part of the FY 24 budget, Aeronautics requested $10 million dollars to purchase newer aircraft to modernize the fleet. Through FY 24 State Budget Proviso 118.19(B)(58), this request was granted. Thereafter, Aeronautics pursued a plan for replacing both aging aircraft in stages consisting of acquisition of a newer primary aircraft, disposition of both legacy aircraft, and use of the remaining funds and sale proceeds to acquire a second replacement aircraft.

In 2024, Aeronautics sought the Authority's approval to purchase a newer primary aircraft and an exemption of the acquisition from the purchasing procedures of the Procurement Code. At its March 26, 2024, meeting, the Authority approved both requests.

In August 2024, Aeronautics completed the purchase of a 2018 King Air 350i for approximately $6.1 million. Aeronautics has since sold both legacy aircraft and is now seeking to acquire the second replacement aircraft as more fully described in Aeronautics separate request for the Authority's approval to purchase a used aircraft. To facilitate this acquisition, Aeronautics seeks an exemption from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.

The used aircraft market is unique and highly specialized. Each used aircraft is unique with respect to airframe time, engine condition, maintenance history, avionics, configuration, and overall operational capability. Aircraft that meet the Commission's operational and budgetary requirements are limited in availability and often sell quickly, making the traditional procurement timeline impractical and potentially detrimental to the State's interests. Moreover, the evaluation of used aircraft depends heavily on technical inspection, maintenance records, FAA compliance, and lifecycle value rather than solely on price. Industry-standard aircraft transactions typically require direct negotiation and rapid decision-making to secure the best available asset. The procurement procedures of the Procurement Code are impractical in this market. An exemption will allow the Commission to act efficiently in a competitive market while still maintaining appropriate oversight, conducting independent inspections and valuations, and ensuring responsible stewardship of public funds.

AGENCY: Division of Procurement Services

SUBJECT: Exempt South Carolina Aeronautics Commission's (Aeronautics) acquisition of a used aircraft from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.

AUTHORITY ACTION REQUESTED:

Under authority of S.C. Code Section 11-35-710, exempt the South Carolina Aeronautics Commission from purchasing a used aircraft as set forth above through the Chief Procurement Officer's area of responsibility and exempt the South Carolina Aeronautics Commission's acquisition of this used aircraft from the purchasing procedures of the Procurement Code, as recommended by the Division of Procurement Services.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/16/2026 **Regular Agenda**

1. Submitted by:

(a) Agency: Division of Procurement Services

(b) Authorized Official Signature: John St. C. White, Materials Management Officer

2. Subject: Other-Specify

Exempt South Carolina Aeronautics Commission's (Aeronautics) acquisition of a used aircraft from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.

3. Summary and Background Information:

In Fiscal Year 2023-2024, Aeronautics' aircraft fleet consisted of two (2) aging Beechcraft King Air aircraft. As part of the FY 24 budget, Aeronautics requested $10 million dollars to purchase newer aircraft to modernize the fleet. Through FY 24 State Budget Proviso 118.19(B)(58), this request was granted. Thereafter, Aeronautics pursued a plan for replacing both aging aircraft in stages consisting of acquisition of a newer primary aircraft, disposition of both legacy aircraft, and use of the remaining funds and sale proceeds to acquire a second replacement aircraft..

In 2024, Aeronautics sought the Authority's approval to purchase a newer primary aircraft and an exemption of the acquisition from the purchasing procedures of the Procurement Code. At its March 26, 2024, meeting, the Authority approved both requests.

In August 2024, Aeronautics completed the purchase of a 2018 King Air 350i for approximately $6.1 million. Aeronautics has since sold both legacy aircraft and is now seeking to acquire the second replacement aircraft as more fully described in Aeronautics separate request for the Authority's approval to purchase a used aircraft. To facilitate this acquisition, Aeronautics seeks an exemption from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.

The used aircraft market is unique and highly specialized. Each used aircraft is unique with respect to airframe time, engine condition, maintenance history, avionics, configuration, and overall operational capability. Aircraft that meet the Commission's operational and budgetary requirements are limited in availability and often sell quickly, making the traditional procurement timeline impractical and potentially detrimental to the State's interests. Moreover, the evaluation of used aircraft depends heavily on technical inspection, maintenance records, FAA compliance, and lifecycle value rather than solely on price. Industry-standard aircraft transactions typically require direct negotiation and rapid decision-making to secure the best available asset. The procurement procedures of the Procurement Code are impractical in this market. An exemption will allow the Commission to act efficiently in a competitive market while still maintaining appropriate oversight, conducting independent inspections and valuations, and ensuring responsible stewardship of public funds.

4. What is the Authority asked to do?

Under authority of S.C. Code Section 11-35-710, exempt Aeronautics from purchasing a used aircraft as set forth above through the Chief Procurement Officer's area of responsibility and exempt Aeronautics' acquisition of this used aircraft from the purchasing procedures of the Procurement Code.

5. **What is recommendation of the submitting agency involved?** Grant Aeronautics' requested exemption as set forth in item four above.

---

6. Private Participant Disclosure – Check one:

☒ No private participants will be known at the time the Authority considers this agenda item.

☐ A Private Participant Disclosure form has been attached for each private participant.

As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

---

7. Recommendation of other office (as required)? Grant the requests as set forth in Section four above.

(a) Authorized Signature: _____

(b) Office Name:

---

8. List of Supporting Documents:

A - Sections 11-35-710

B - Request from the South Carolina Aeronautics Commission

---

9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop. Supporting documentation should include all related agreements or approval requests (e.g., leases, contracts, permanent improvements, indebtedness, agenda items), either current or anticipated; or provide affirmation from the submitting agency that there are no related transactions.

Exhibit A

SECTION 11-35-710. Exemptions.

(A) The board, upon the recommendation of the chief procurement officer, may exempt governmental bodies from purchasing certain items through the respective chief procurement officer's area of responsibility. The board may exempt specific supplies, services, information technology, or construction from the purchasing procedures required in this chapter and for just cause by unanimous written decision limit or may withdraw exemptions provided for in this section. The following exemptions are granted from this chapter:

(1) the construction, maintenance, and repair of bridges, highways, and roads; vehicle and road equipment maintenance and repair; and other emergency-type parts or equipment utilized by the Department of Transportation or the Department of Public Safety;

(2) the purchase of raw materials by the South Carolina Department of Corrections, Division of Prison Industries;

(3) South Carolina State Ports Authority;

(4) Division of Public Railways of the Department of Commerce;

(5) South Carolina Public Service Authority;

(6) expenditure of funds at state institutions of higher learning derived wholly from athletic or other student contests, from the activities of student organizations, and from the operation of canteens and bookstores, except as the funds are used for the procurement of construction, architect-engineer, construction-management, and land surveying services;

(7) livestock, feed, and veterinary supplies;

(8) articles for commercial sale by all governmental bodies;

(9) fresh fruits, vegetables, meats, fish, milk, and eggs;

(10) South Carolina Arts Commission and South Carolina Museum Commission for the purchase of one-of-a-kind items such as paintings, antiques, sculpture, and similar objects. Before a governmental body procures the objects, the head of the purchasing agency shall prepare a written determination specifying the need for the objects and the benefits to the State. The South Carolina Arts Commission shall review the determination and forward a recommendation to the board for approval;

(11) published books, periodicals, and technical pamphlets;

(12) South Carolina Research Authority;

(13) the purchase of supplies, services, or information technology by state offices, departments, institutions, agencies, boards, and commissions or the political subdivisions of this State from the South Carolina Department of Corrections, Division of Prison Industries;

(14) Medical University Hospital Authority, if the Medical University Hospital Authority has promulgated a procurement process in accordance with its enabling provision;

(15) if approved in writing by the State Engineer in advance, and if some aspect of the overall transaction is otherwise approved by the board in advance of the acquisition, an acquisition of construction from an eleemosynary corporation or foundation, or a wholly owned business thereof, established solely for the governmental body's benefit, but only if the eleemosynary corporation or foundation acquires the construction on behalf of or for the use of the governmental body and does so pursuant to this code, as required by Section 11-35-40(4).

(B) The State Fiscal Accountability Authority shall maintain and post publicly a running list of all currently effective actions taken by the board pursuant to subsection (A).

Exhibit B

SOUTH CAROLINA AERONAUTICS

2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
aeronautics.sc.gov

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Gary W. Siegfried
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May 7, 2026

Mr. John White, PE
Material Management Officer and State Engineer
Division of Procurement Services
SC State Fiscal Accountability Authority
1201 Main Street, Suite 600
Columbia, SC 29201

RE: Request exemption from State Procurement Code to purchase used aircraft

Dear Mr. White,

As you may recall, the South Carolina Aeronautics Commission is in the process of modernizing the fleet of state aircraft. This process started in 2024 with the acquisition of the first aircraft and Aeronautics is now ready to proceed with purchase of the second aircraft.

The purpose of this letter is to provide background on progress made to date and to request an exemption from State Procurement Code as was done during the acquisition of the first aircraft.

Background

In FY 2023–2024, the South Carolina General Assembly appropriated $10 million to modernize the South Carolina Aeronautics Commission (SCAC) aircraft fleet. At that time, the fleet consisted of two aging aircraft—a 1983 King Air C90-1 and a 1990 King Air 350. The approved modernization strategy included acquisition of a newer primary aircraft, disposition of both legacy aircraft, and use of remaining funds and sale proceeds to acquire a second replacement aircraft.

In August 2024, SCAC completed the purchase of a 2018 King Air 350i for approximately $6.1 million. The legacy King Air 350 was subsequently sold in June 2025. The sale of the King Air C90 proved to be more difficult but was finally sold in March 2026 following additional maintenance and re-listing efforts. Total available funding from the remaining appropriation and aircraft sale proceeds is approximately $6.9 million.

With the sale of both legacy aircraft, SCAC is currently operating with a single aircraft while proceeding with the next phase of fleet modernization. An internal Aircraft Search Committee evaluated mission requirements using historical flight data and determined that a second turboprop aircraft is appropriate to ensure operational reliability, meet typical mission profiles, and maintain cost efficiency.

The Committee also evaluated the potential acquisition of a jet aircraft. While a jet could offer increased speed and may have some appeal for longer-distance travel, historical usage data indicates that most SCAC missions are short-distance and would not materially benefit from jet performance. Additionally, jet aircraft carry significantly higher acquisition and operating costs, particularly for shorter flights, and would require additional pilot training and maintenance support. Based on these considerations, the Committee determined that a jet aircraft would not be the most cost-effective or operationally appropriate option at this time.

Based on this analysis, the Committee recommends acquisition of a replacement aircraft in the King Air 250 class, which aligns with the State's mission needs, including short-distance travel, moderate passenger loads, and the ability to operate on shorter runways. Estimated acquisition cost is approximately $4.8 million to $5.2 million which is well within available funding limits.

Request

As was done during the acquisition of the first aircraft, South Carolina Aeronautics is requesting exemption from South Carolina State Procurement Code for acquisition of the second aircraft.

An exemption from the South Carolina Consolidated Procurement Code is appropriate for the purchase of a used aircraft by the South Carolina Aeronautics Commission due to the unique and highly specialized nature of the used aircraft market.

Unlike standard commodities, each used aircraft is unique with respect to airframe time, engine condition, maintenance history, avionics, configuration, and overall operational capability. Aircraft that meet the Commission's operational and budgetary requirements are limited in availability and often sell quickly, making the traditional procurement timeline impractical and potentially detrimental to the State's interests.

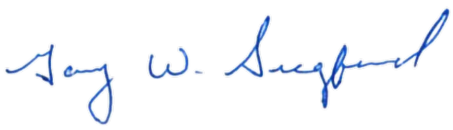
Additionally, the evaluation of a used aircraft depends heavily on technical inspection, maintenance records, FAA compliance, and lifecycle value rather than solely on price. Industry-standard aircraft transactions typically require direct negotiation and rapid decision-making to secure the best available asset.

Granting an exemption would allow the Commission to act efficiently in a competitive market while still maintaining appropriate oversight, conducting independent inspections and valuations, and ensuring responsible stewardship of public funds.

We appreciate your consideration of this request and your consultation on this matter. Please contact me if you need additional information in this regard.

Sincerely,

SOUTH CAROLINA AERONAUTICS COMMISSION



Gary W. Siegfried, PE
Executive Director

AGENCY: Division of Procurement Services

SUBJECT: South Carolina Vocational Rehabilitation – Exempt the South Carolina Vocational Rehabilitation Department's (SCVRD) acquisition of specialized supplies, information technology, medical needs, and services which are individualized for each customer from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.

The South Carolina Vocational Rehabilitation Department (SCVRD) provides children, youth, and adults (consumers) with quality individualized vocational rehabilitation services, which lead to competitive employment and/or social and economic independence. Per governing Federal Regulations, SCVRD staff work with each Consumer to develop a set of goals for competitive employment and/or social and economic independence and to select the supplies, information technology, medical needs, and other services needed to achieve those goals.

Per 34 CFR 361.46, "each individualized plan for employment must include a description of the specific employment outcome, as defined in § 361.5(c)(15), that is chosen by the eligible individual and is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, career interests, and informed choice" (34 CFR 361.52). The individualized plan includes "a description of the specific rehabilitation services needed to achieve the employment outcome, including, as appropriate, the provision of assistive technology devices, assistive technology services, and personal assistance services, including training in the management of those services." Services may also include assessments for determining an individual's eligibility for services and rehabilitation, assistive technology, and training needs. The individualized plan must also "include a description of the entity or entities chosen by the eligible individual or, as appropriate, the individual's representative that will provide the vocational rehabilitation services and the methods used to procure those services." While the supplies, information technology, and services may not always be customized, they are selected based on the needs of the individual consumer. Any supplies/equipment (assistive technology, information technology, etc.) purchased by the agency for a consumer are owned by that consumer. Because no two consumers are alike, the needs vary, and each consumer will receive services required to address their specific situation.

SCVRD's mandate is to enable the consumer to start working towards his/her goals as soon as possible. These goals are developed to include providing the necessary supplies, information technology, and services promptly. Per the Rehabilitation Services Administration, which oversees the federal programs offered by SCVRD, "VR agencies should eliminate delays in the referral and application process, thereby expediting engagement and facilitating rapid access to VR services" (RSA-Technical Assistance Circular 24-01).

The supplies, information technology, medical needs, and services needed by consumers are expensive, often exceeding the no competition threshold of the Procurement Code. The

AGENCY: Division of Procurement Services

SUBJECT: South Carolina Vocational Rehabilitation – Exempt the South Carolina Vocational Rehabilitation Department's (SCVRD) acquisition of specialized supplies, information technology, medical needs, and services which are individualized for each customer from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.

written requests for three written quote procedures take time and are not always effective. Sources of appropriate supplies, information technology, medical needs, or services are often limited, and SCVRD may have difficulty obtaining three bona fide quotes. Therefore, the SCVRD often must resort to advertised solicitation of quotes, bids, or proposals. Even if there is only one source of supply, SCVRD must go through the sole source procurement process. These processes delay SCVRD's provision of supplies, information technology, medical needs, or services to the consumer thus delaying the consumer's ability to work toward the achievement of his/her goals in an expeditious manner. Therefore, SCVRD requests an exemption from the Procurement Code giving it the flexibility to obtain the most appropriate individualized supplies, information technology, medical needs, or services for each consumer in a manner that is efficient and timely and will enable the consumer to work towards his/her goals swiftly.

AUTHORITY ACTION REQUESTED:

Under authority of S.C. Code Section 11-35-710, exempt the South Carolina Vocational Rehabilitation Department (SCVRD) from purchasing supplies, information technology, and services for people (consumers) with disabilities through the Chief Procurement Officer's area of responsibility where such supplies, information technology, or services are acquired to enable consumers to achieve their goals for competitive employment and/or social and economic independence. Further, exempt SCVRD's acquisition of such supplies, information technology, and services from the purchasing procedures of the Procurement Code.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/16/2026 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: SFAA, Division of Procurement Services
   (b) Authorized Official Signature:

John St. C. White
Materials Management Officer
Division of Procurement Svcs

2. **Subject:** South Carolina Vocational Rehabilitation – Exempt the South Carolina Vocational Rehabilitation Department's (SCVRD) acquisition of specialized supplies, information technology, medical needs, and services which are individualized for each customer from the Chief Procurement Officer's area of responsibility and from the purchasing procedures of the Procurement Code.
.

3. **Summary and Background Information:**
SCVRD provides children, youth, and adults (consumers) with quality individualized vocational rehabilitation services, which lead to competitive employment and/or social and economic independence. Per governing Federal Regulations, SCVRD staff work with each Consumer to develop a set of goals for competitive employment and/or social and economic independence and to select the supplies, information technology, medical needs, and other services needed to achieve those goals.

Per 34 CFR 361.46, "each individualized plan for employment must include a description of the specific employment outcome, as defined in § 361.5(c)(15), that is chosen by the eligible individual and is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, career interests, and informed choice" (34 CFR 361.52). The individualized plan includes "a description of the specific rehabilitation services needed to achieve the employment outcome, including, as appropriate, the provision of assistive technology devices, assistive technology services, and personal assistance services, including training in the management of those services." Services may also include assessments for determining an individual's eligibility for services and rehabilitation, assistive technology, and training needs. The individualized plan must also "include a description of the entity or entities chosen by the eligible individual or, as appropriate, the individual's representative that will provide the vocational rehabilitation services and the methods used to procure those services." While the supplies, information technology, and services may not always be customized, they are selected based on the needs of the individual consumer. Any supplies/equipment (assistive technology, information technology, etc.) purchased by the agency for a consumer are owned by that consumer. Because no two consumers are alike, the needs vary, and each consumer will receive services required to address their specific situation.

SCVRD's mandate is to enable the consumer to start working towards his/her goals as soon as possible. These goals are developed to include providing the necessary supplies, information technology, and services promptly. Per the Rehabilitation Services Administration, which oversees the federal programs offered by SCVRD, "VR agencies should eliminate delays in the referral and application process, thereby expediting engagement and facilitating rapid access to VR services" (RSA-Technical Assistance Circular 24-01).

The supplies, information technology, medical needs, and services needed by consumers are expensive, often exceeding the no competition threshold of the Procurement Code. The written requests for three written quote procedures take time and are not always effective. Sources of appropriate supplies, information technology, medical needs, or services are often limited, and SCVRD may have difficulty obtaining three bona fide quotes. Therefore, the SCVRD often must resort to advertised solicitation of quotes, bids, or proposals. Even if there is only one source of supply, SCVRD must go through the sole source procurement process. These processes delay SCVRD's provision of supplies, information technology, medical needs, or services to the consumer thus delaying the consumer's ability to work toward the achievement of his/her goals in an expeditious manner. Therefore, SCVRD requests an exemption from the Procurement Code giving it the flexibility to obtain the most appropriate individualized supplies, information technology, medical needs, or services for each consumer in a manner that is efficient and timely and will enable the consumer to work towards his/her goals swiftly.

---

4. What is the Authority asked to do? Under authority of S.C. Code Section 11-35-710, exempt SCVRD from purchasing supplies, information technology, and services for people (consumers) with disabilities through the Chief Procurement Officer's area of responsibility where such supplies, information technology, or services are acquired to enable consumers to achieve their goals for competitive employment and/or social and economic independence. Further, exempt SCVRD's acquisition of such supplies, information technology, and services from the purchasing procedures of the Procurement Code.

---

5. What is recommendation of the submitting agency involved? Grant SCVRD's requested exemption as set forth in item four above.

---

6. Private Participant Disclosure – Check one:

☒ No private participants will be known at the time the Authority considers this agenda item.

☐ A Private Participant Disclosure form has been attached for each private participant.

As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

---

7. Recommendation of other office (as required)? Approve the Authority action requested.

(a) Authorized Signature: _____

(b) Office Name:

---

8. List of Supporting Documents:

A - Sections 11-35-710

B - Request from South Carolina Vocational Rehabilitation

---

9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop. Supporting documentation should include all related agreements or approval requests (e.g., leases, contracts, permanent improvements, indebtedness, agenda items), either current or anticipated; or provide affirmation from the submitting agency that there are no related transactions.

Exhibit A

SECTION 11-35-710. Exemptions.

(A) The board, upon the recommendation of the chief procurement officer, may exempt governmental bodies from purchasing certain items through the respective chief procurement officer's area of responsibility. The board may exempt specific supplies, services, information technology, or construction from the purchasing procedures required in this chapter and for just cause by unanimous written decision limit or may withdraw exemptions provided for in this section. The following exemptions are granted from this chapter:

(1) the construction, maintenance, and repair of bridges, highways, and roads; vehicle and road equipment maintenance and repair; and other emergency-type parts or equipment utilized by the Department of Transportation or the Department of Public Safety;

(2) the purchase of raw materials by the South Carolina Department of Corrections, Division of Prison Industries;

(3) South Carolina State Ports Authority;

(4) Division of Public Railways of the Department of Commerce;

(5) South Carolina Public Service Authority;

(6) expenditure of funds at state institutions of higher learning derived wholly from athletic or other student contests, from the activities of student organizations, and from the operation of canteens and bookstores, except as the funds are used for the procurement of construction, architect-engineer, construction-management, and land surveying services;

(7) livestock, feed, and veterinary supplies;

(8) articles for commercial sale by all governmental bodies;

(9) fresh fruits, vegetables, meats, fish, milk, and eggs;

(10) South Carolina Arts Commission and South Carolina Museum Commission for the purchase of one-of-a-kind items such as paintings, antiques, sculpture, and similar objects. Before a governmental body procures the objects, the head of the purchasing agency shall prepare a written determination specifying the need for the objects and the benefits to the State. The South Carolina Arts Commission shall review the determination and forward a recommendation to the board for approval;

(11) published books, periodicals, and technical pamphlets;

(12) South Carolina Research Authority;

(13) the purchase of supplies, services, or information technology by state offices, departments, institutions, agencies, boards, and commissions or the political subdivisions of this State from the South Carolina Department of Corrections, Division of Prison Industries;

(14) Medical University Hospital Authority, if the Medical University Hospital Authority has promulgated a procurement process in accordance with its enabling provision;

(15) if approved in writing by the State Engineer in advance, and if some aspect of the overall transaction is otherwise approved by the board in advance of the acquisition, an acquisition of construction from an eleemosynary corporation or foundation, or a wholly owned business thereof, established solely for the governmental body's benefit, but only if the eleemosynary corporation or foundation acquires the construction on behalf of or for the use of the governmental body and does so pursuant to this code, as required by Section 11-35-40(4).

(B) The State Fiscal Accountability Authority shall maintain and post publicly a running list of all currently effective actions taken by the board pursuant to subsection (A).

Exhibit B

Vocational Rehabilitation
Let's go to work

May 7, 2026

Mr. John White, CPO and Office of State Engineer
SFAA, Division of Procurement Services
1333 Main Street, Suite 700
Columbia, SC 29201

Mr. White:

South Carolina Vocational Rehabilitation (SCVRD) provides youth and adults (Consumers) with quality individualized vocational rehabilitation services, which lead to competitive employment and/or social and economic independence. Per governing Federal Regulations, SCVRD staff work with each Consumer to develop a set of goals for competitive employment and/or social and economic independence and to select the supplies, information technology, medical needs, and other services needed to achieve those goals. Our sister agency, the SC Commission for the Blind, is also tasked with these same regulations for their Consumers.

Per **34 CFR 361.46**, "each individualized plan for employment must include a description of the specific employment outcome, as defined in § **361.5(c)(15)**, that is chosen by the eligible individual and is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, career interests, and informed choice" (**34 CFR 361.52**).

The individualized plan includes "a description of the specific rehabilitation services needed to achieve the employment outcome, including as appropriate, the provision of assistive technology devices and personal assistance services, including training in the management of those services."

Services may also include assessments for determining an individual's eligibility for services and rehabilitation, assistive technology, and training needs. The individualized plan must also "include a description of the entity or entities chosen by the eligible individual or as appropriate, the individual representative that will provide the vocational rehabilitation services and the methods used to procure those services."

While the supplies, information technology, medical needs, and services may not always be customized; they are selected based on the needs of the individual Consumer. Any supplies/equipment (assistive technology, medical needs, information technology, etc.) purchased by the agency for a Consumer are owned by that Consumer. Because no two Consumers are alike, the needs vary and each Consumer will receive service(s), supplies, assistance (medical or otherwise) required to address their specific situation.

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SCVRD's mandate is to enable the Consumer to start working towards his/her goals as soon as possible. These goals are developed to include providing the necessary supplies, information technology, medical needs, and services promptly (ASAP). Per the Rehabilitation Services Administration, which oversees the federal programs offered by SCVRD, "VR agencies should eliminate delays in the referral and application process, thereby expediting engagement and facilitating rapid access to VR services" (**RSA-Technical Assistance Circular 24-01**).

Moreover, a significant quantity of these supplies, information technology, medical needs, and services are expensive, often exceeding the no competition threshold of the Procurement Code. The requests for "three written quotes" procedures take time and are not always effective. Sources of appropriate supplies, information technology, medical needs or services are often limited and SCVRD constantly has difficulty obtaining three bona fide quotes. Therefore, SCVRD often must resort to advertised solicitation of quotes, bids, or proposals. Even if there is only one source of supply, SCVRD must go through the sole source procurement process. These processes delay SCVRD's provision of supplies, information technology, medical needs or services to the Consumer thus delaying the Consumer's ability to work toward the achievement of his/her goals and objectives in an expeditious manner.

Therefore, SCVRD requests an exemption from the "SC Consolidated Procurement Code and Regulations Annotated" giving SCVRD the flexibility to obtain the most appropriate individualized supplies, information technology, medical needs, and/or services for each Consumer in a manner that is efficient and timely which will enable the Consumer to work towards and achieve his/her goals swiftly.

Thank you for the consideration and willingness to assist us in empowering our Consumers on their path to independence.

Sincerely,

Felicia W. Johnson
Commissioner

South Carolina Vocational Rehabilitation Department

Examples of Goods and Services Purchased for Consumers

It is important to note that no two Consumers (Youth and Adult) are the same depending on their disability and their level; of disability. Each may benefit from utilizing a specific brand of device, medical needs/services, equipment, training and training aids, information technology, other services, vehicle modification(s) etc.

Examples of goods/services/information technology/medical services that may be purchased for Consumers based on their individual needs include, but are not limited to:

- **Orthotics**
- **Prosthetics**
- **Hearing Aids**
- **Cochlear Implants**
- **Cardiac Rehabilitation Services**
- **Pulmonary Rehabilitation Sessions**
- **Physical Therapy Sessions**
- **Equine-Assisted Therapy Services for Veterans Diagnosed With PTSD**
- **Occupational Therapy Sessions**
- **Specified Training (Occupational, 4-year Educational, Technician, etc.)**
- **Rehabilitation Technical Purchases (for miscellaneous items)**
- **Business Plans (i.e., We had one for a cooking/food business where we were approved to purchase a stove and refrigerator)**
- **Dentures**
- **Teeth Extractions**
- **Tools (for use in manufacturing skill training, home improvement skills training, factory skills training, etc.)**
- **Medical appointments (to include specialty and general physicians)**
- **Glasses (Safety and Prescription)**
- **Work Clothing (Uniforms, Dickies, Scrubs for medical office attire, etc.)**
- **Medical Records charges**
- **Agreements with School Districts for educators/guidance counselors/resource teachers to identify, assess and refer students in Special Populations for assistance through SCVRD to enable pathways and connections with institutions of higher learning and /or to be successful in their chosen career goals. Also to work with LEAs (Local Education Agencies) to provide Pre-ETS (Pre-Employment Transition Services) directly to students in their district and coordinate these services with local VR Counselors.**
- **Keyboards (tactile, standard, specialty)**
- **Laptop/Desktop Computers (to include specialty software installation)**

- **Vehicle modifications – Each modification is tailored to the specific Consumers disability and physical need.**

- **Vehicle Modifications & Equipment**
    - **Hand controls (push/pull, push/rock, etc.)**
    - **Steering devices (spinner knobs, tri-pins)**
    - **Left-foot accelerators**
    - **Wheelchair lifts and ramps**
    - **Transfer seats and swivel bases**
    - **Vehicle seating modifications**

  Examples:

  (a) Consumer is a 26-year-old man with Cerebral Palsy. This consumer's vehicle will be modified with a wheelchair accessible conversion and a lap and shoulder seatbelt system, and he will be provided with two sets of 4 retractable tie-down straps. The modifications will be inspected and subject to final approval by the SCVRD.

  (b) The Consumer is a 19-year-old woman who has completed driver training at Peace Rehab. This Consumer's vehicle will be modified to include In-floor ramp and access modifications (BraunAbility or VMI Northstar Access360). Tiedown for manual chair in main cabin. 6-way power transfer driver's seat. Push-right-angle hand controls. Spinner knob with larger/flatter knob. Sure grip Switch RF 360 or RF mini or BB8 to facilitate use of secondary controls and allow switch access with thumb.

- **Home modifications – Example: Ramps to access the home and/or automobile**

- **Home Accessibility Equipment**
    - **Ramps (modular, portable, threshold)**
    - **Stair lifts**
    - **Vertical platform lifts**
    - **Grab bars and handrails**
    - **Shower chairs and transfer benches**
    - **Raised toilet seats and commode systems**

- **Driver Training**
- **Disability Related Skills Training**
- **Home Management Training**
- **iOS/Android Training**
- **Job Specific Training**
- **Orientation and Mobility Training**
- **Pre-Employment Transition Services (Instruction in Self-Advocacy; Work Based Learning Experiences; Job Exploration Counseling; Counseling on Post-Secondary Education Opportunities; Workplace Readiness Training)**
- **Support materials for Post-Secondary Education/Training**
- **Prescribed medical treatments/procedures (may include follow-up visits)**

- Software Training (Zoom, Microsoft Suite, Fusion, etc.)

Common Rehabilitation / Assistive Technology Items

- Office & Ergonomic Equipment
    - Sit-stand desks (manual and electric)
    - Ergonomic office chairs (task, bariatric, specialty seating)
    - Keyboard trays and adjustable work surfaces
    - Ergonomic keyboards (split, compact, one-handed)
    - Vertical and adaptive mice/trackballs
    - Monitor arms and dual monitor mounts
    - Footrests and anti-fatigue mats
- Computer Access & Input Devices
    - Speech-to-text software
    - Screen readers and magnification software
    - Alternative input devices (joysticks, switches, head mice)
    - Large-print and high-contrast keyboards
    - One-handed keyboards and keyguards
    - Touchscreen devices (tablets, hybrid laptops)
- Vision & Low Vision Aids
    - Video magnifiers (desktop and portable)
    - Screen magnification software
    - Task lighting and glare reduction filters
    - Large monitors and high-contrast displays
    - OCR scanners and reading devices
- Hearing & Communication Devices
    - Amplified telephones
    - Captioned telephones
    - Personal FM/DM systems
    - Assistive listening devices
    - Visual alert systems (doorbells, alarms)
    - Speech-generating devices (AAC)
- Medical & Clinical Tools (Work-Specific)
    - Amplified stethoscopes
    - Digital/electronic stethoscopes
    - Adaptive medical tools (grip-modified instruments)

- **Mobility Devices**
    - Manual wheelchairs (standard and custom)
    - Power wheelchairs
    - Mobility scooters
    - Rolling walkers (rollators)
    - Standard walkers and canes
    - Crutches (forearm, platform)
- **Seating & Positioning**
    - Wheelchair cushions (pressure relief, positioning)
    - Back supports and lateral supports
    - Specialty seating systems
    - Standing frames and sit-to-stand supports
- **Environmental Control & Smart Technology**
    - Smart home systems (voice-controlled)
    - Environmental control units (ECUs)
    - Remote-controlled outlets and switches
    - Smart thermostats and lighting
- **Daily Living Aids (ADLs/IADLs)**
    - Reachers and grabbers
    - Dressing aids (button hooks, sock aids)
    - Adaptive kitchen tools (rocker knives, built-up handles)
    - Medication management devices
- **Worksite-Specific Equipment**
    - Industrial anti-fatigue flooring
    - Lift-assist devices (manual/electric)
    - Adjustable-height workbenches
    - Tool balancers and counterbalance systems
    - Modified hand tools (built-up grips, angled handles)
- **Cognitive & Organizational Supports**
    - Reminder systems and timers
    - Task management apps/devices
    - Visual schedules and prompting systems
    - Noise-canceling headphones (for focus)
- **General Provision**

  Other rehabilitation technology, adaptive equipment, or modifications as determined appropriate by engineering staff based on documented functional need and assessment findings.

This content is from the eCFR and is authoritative but unofficial.

Title 34 —Education
Subtitle B —Regulations of the Offices of the Department of Education
Chapter III —Office of Special Education and Rehabilitative Services, Department of Education
Part 361 —State Vocational Rehabilitation Services Program
Subpart B —State Plan and Other Requirements for Vocational Rehabilitation Services
Provision and Scope of Services

Authority: Section 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c); Pub. L. 111-256, 124 Stat. 2643; unless otherwise noted.

Source: 81 FR 55741, Aug. 19, 2016, unless otherwise noted.

§ 361.46 Content of the individualized plan for employment.

(a) *Mandatory components.* Regardless of the approach in § 361.45(c)(1) that an eligible individual selects for purposes of developing the individualized plan for employment, each individualized plan for employment must—

(1) Include a description of the specific employment outcome, as defined in § 361.5(c)(15), that is chosen by the eligible individual and is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, career interests, and informed choice consistent with the general goal of competitive integrated employment (except that in the case of an eligible individual who is a student or a youth with a disability, the description may be a description of the individual's projected post-school employment outcome);

(2) Include a description under § 361.48 of—

(i) These specific rehabilitation services needed to achieve the employment outcome, including, as appropriate, the provision of assistive technology devices, assistive technology services, and personal assistance services, including training in the management of those services; and

(ii) In the case of a plan for an eligible individual that is a student or youth with a disability, the specific transition services and supports needed to achieve the individual's employment outcome or projected post-school employment outcome.

(3) Provide for services in the most integrated setting that is appropriate for the services involved and is consistent with the informed choice of the eligible individual;

(4) Include timelines for the achievement of the employment outcome and for the initiation of services;

(5) Include a description of the entity or entities chosen by the eligible individual or, as appropriate, the individual's representative that will provide the vocational rehabilitation services and the methods used to procure those services;

(6) Include a description of the criteria that will be used to evaluate progress toward achievement of the employment outcome; and

(7) Include the terms and conditions of the individualized plan for employment, including, as appropriate, information describing—

(i) The responsibilities of the designated State unit;

(ii) The responsibilities of the eligible individual, including—

(A) The responsibilities the individual will assume in relation to achieving the employment outcome;

(B) If applicable, the extent of the individual's participation in paying for the cost of services; and

(C) The responsibility of the individual with regard to applying for and securing comparable services and benefits as described in § 361.53; and

(iii) The responsibilities of other entities as the result of arrangements made pursuant to the comparable services or benefits requirements in § 361.53.

(b) ***Supported employment requirements.*** An individualized plan for employment for an individual with a most significant disability for whom an employment outcome in a supported employment setting has been determined to be appropriate must—

(1) Specify the supported employment services to be provided by the designated State unit;

(2) Specify the expected extended services needed, which may include natural supports;

(3) Identify the source of extended services or, to the extent that it is not possible to identify the source of extended services at the time the individualized plan for employment is developed, include a description of the basis for concluding that there is a reasonable expectation that those sources will become available;

(4) Provide for periodic monitoring to ensure that the individual is making satisfactory progress toward meeting the weekly work requirement established in the individualized plan for employment by the time of transition to extended services;

(5) Provide for the coordination of services provided under an individualized plan for employment with services provided under other individualized plans established under other Federal or State programs;

(6) To the extent that job skills training is provided, identify that the training will be provided on site; and

(7) Include placement in an integrated setting for the maximum number of hours possible based on the unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of individuals with the most significant disabilities.

(c) ***Post-employment services.*** The individualized plan for employment for each individual must contain, as determined to be necessary, statements concerning—

(1) The expected need for post-employment services prior to closing the record of services of an individual who has achieved an employment outcome;

(2) A description of the terms and conditions for the provision of any post-employment services; and

(3) If appropriate, a statement of how post-employment services will be provided or arranged through other entities as the result of arrangements made pursuant to the comparable services or benefits requirements in § 361.53.

(d) ***Coordination of services for students with disabilities.*** The individualized plan for employment for a student with a disability must be coordinated with the individualized education program or 504 services, as applicable, for that individual in terms of the goals, objectives, and services identified in the education program.

(Approved by the Office of Management and Budget under control number 1205-0522)

(Authority: Sections 101(a)(8), 101(a)(9), and 102(b)(4) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 721(a)(8), 721(a)(9), and 722(b)(4))

This content is from the eCFR and is authoritative but unofficial.

Title 34 —Education
Subtitle B —Regulations of the Offices of the Department of Education
Chapter III —Office of Special Education and Rehabilitative Services, Department of Education
Part 361 —State Vocational Rehabilitation Services Program
Subpart A —General

Authority: Section 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c); Pub. L. 111-256, 124 Stat. 2643; unless otherwise noted.

Source: 81 FR 55741, Aug. 19, 2016, unless otherwise noted.

§ 361.5 Applicable definitions.

The following definitions apply to this part:

(a) Definitions in EDGAR 77.1.

(b) Definitions in 2 CFR part 200, subpart A.

(c) The following definitions:

(1) *Act* means the Rehabilitation Act of 1973, as amended (29 U.S.C. 701 *et seq.*).

(2) ***Administrative costs under the vocational rehabilitation services portion of the Unified or Combined State Plan*** means expenditures incurred in the performance of administrative functions under the vocational rehabilitation program carried out under this part, including expenses related to program planning, development, monitoring, and evaluation, including, but not limited to, expenses for—

(i) Quality assurance;

(ii) Budgeting, accounting, financial management, information systems, and related data processing;

(iii) Providing information about the program to the public;

(iv) Technical assistance and support services to other State agencies, private nonprofit organizations, and businesses and industries, except for technical assistance and support services described in § 361.49(a)(4);

(v) The State Rehabilitation Council and other advisory committees;

(vi) Professional organization membership dues for designated State unit employees;

(vii) The removal of architectural barriers in State vocational rehabilitation agency offices and State-operated rehabilitation facilities;

(viii) Operating and maintaining designated State unit facilities, equipment, and grounds, as well as the infrastructure of the one-stop system;

(ix) Supplies;

(x) Administration of the comprehensive system of personnel development described in § 361.18, including personnel administration, administration of affirmative action plans, and training and staff development;

(xi) Administrative salaries, including clerical and other support staff salaries, in support of these administrative functions;

(xii) Travel costs related to carrying out the program, other than travel costs related to the provision of services;

(xiii) Costs incurred in conducting reviews of determinations made by personnel of the designated State unit, including costs associated with mediation and impartial due process hearings under § 361.57; and

(xiv) Legal expenses required in the administration of the program.

(Authority: Sections 7(1) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(1) and 709(c))

(3) ***Applicant*** means an individual who submits an application for vocational rehabilitation services in accordance with § 361.41(b)(2).

(Authority: Section 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c))

(4) ***Appropriate modes of communication*** means specialized aids and supports that enable an individual with a disability to comprehend and respond to information that is being communicated. Appropriate modes of communication include, but are not limited to, the use of interpreters, open and closed captioned videos, specialized telecommunications services and audio recordings, Brailled and large print materials, materials in electronic formats, augmentative communication devices, graphic presentations, and simple language materials.

(Authority: Section 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c))

(5) ***Assessment for determining eligibility and vocational rehabilitation needs*** means, as appropriate in each case—

(i)

(A) A review of existing data—

(1) To determine if an individual is eligible for vocational rehabilitation services; and

(2) To assign priority for an order of selection described in § 361.36 in the States that use an order of selection; and

(B) To the extent necessary, the provision of appropriate assessment activities to obtain necessary additional data to make the eligibility determination and assignment;

(ii) To the extent additional data are necessary to make a determination of the employment outcomes and the nature and scope of vocational rehabilitation services to be included in the individualized plan for employment of an eligible individual, a comprehensive assessment to determine the unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, including the need for supported employment, of the eligible individual. This comprehensive assessment—

(A) Is limited to information that is necessary to identify the rehabilitation needs of the individual and to develop the individualized plan for employment of the eligible individual;

(B) Uses as a primary source of information, to the maximum extent possible and appropriate and in accordance with confidentiality requirements—

(1) Existing information obtained for the purposes of determining the eligibility of the individual and assigning priority for an order of selection described in § 361.36 for the individual; and

(2) Information that can be provided by the individual and, if appropriate, by the family of the individual;

(C) May include, to the degree needed to make such a determination, an assessment of the personality, interests, interpersonal skills, intelligence and related functional capacities, educational achievements, work experience, vocational aptitudes, personal and social adjustments, and employment opportunities of the individual and the medical, psychiatric, psychological, and other pertinent vocational, educational, cultural, social, recreational, and environmental factors that affect the employment and rehabilitation needs of the individual;

(D) May include, to the degree needed, an appraisal of the patterns of work behavior of the individual and services needed for the individual to acquire occupational skills and to develop work attitudes, work habits, work tolerance, and social and behavior patterns necessary for successful job performance, including the use of work in real job situations to assess and develop the capacities of the individual to perform adequately in a work environment; and

(E) To the maximum extent possible, relies on information obtained from experiences in integrated employment settings in the community and in other integrated community settings;

(iii) Referral, for the provision of rehabilitation technology services to the individual, to assess and develop the capacities of the individual to perform in a work environment; and

(iv) An exploration of the individual's abilities, capabilities, and capacity to perform in work situations, which must be assessed periodically during trial work experiences, including experiences in which the individual is provided appropriate supports and training.

(Authority: Sections 7(2) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(2) and 709(c))

(6) ***Assistive technology terms*** —

(i) ***Assistive technology*** has the meaning given such term in section 3 of the Assistive Technology Act of 1998 (29 U.S.C. 3002).

(ii) ***Assistive technology device*** has the meaning given such term in section 3 of the Assistive Technology Act of 1998, except that the reference in such section to the term *individuals with disabilities* will be deemed to mean more than one individual with a disability as defined in paragraph (20)(A) of the Act.

(iii) ***Assistive technology service*** has the meaning given such term in section 3 of the Assistive Technology Act of 1998, except that the reference in such section to the term—

(A) ***Individual with a disability*** will be deemed to mean an individual with a disability, as defined in paragraph (20)(A) of the Act; and

(B) *Individuals with disabilities* will be deemed to mean more than one such individual.

(Authority: Sections 7(3) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(3) and 709(c))

(7) *Community rehabilitation program* —

(i) *Community rehabilitation program* means a program that provides directly or facilitates the provision of one or more of the following vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment, including career advancement:

(A) Medical, psychiatric, psychological, social, and vocational services that are provided under one management.

(B) Testing, fitting, or training in the use of prosthetic and orthotic devices.

(C) Recreational therapy.

(D) Physical and occupational therapy.

(E) Speech, language, and hearing therapy.

(F) Psychiatric, psychological, and social services, including positive behavior management.

(G) Assessment for determining eligibility and vocational rehabilitation needs.

(H) Rehabilitation technology.

(I) Job development, placement, and retention services.

(J) Evaluation or control of specific disabilities.

(K) Orientation and mobility services for individuals who are blind.

(L) Extended employment.

(M) Psychosocial rehabilitation services.

(N) Supported employment services and extended services.

(O) Customized employment.

(P) Services to family members if necessary to enable the applicant or eligible individual to achieve an employment outcome.

(Q) Personal assistance services.

(R) Services similar to the services described in paragraphs (c)(7)(i)(A) through (Q) of this section.

(ii) For the purposes of this definition, *program* means an agency, organization, or institution, or unit of an agency, organization, or institution, that provides directly or facilitates the provision of vocational rehabilitation services as one of its major functions.

(Authority: Section 7(4) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(4))

(8) *Comparable services and benefits* —

(i) ***Comparable services and benefits*** means services and benefits, including accommodations and auxiliary aids and services, that are—

(A) Provided or paid for, in whole or in part, by other Federal, State, or local public agencies, by health insurance, or by employee benefits;

(B) Available to the individual at the time needed to ensure the progress of the individual toward achieving the employment outcome in the individual's individualized plan for employment in accordance with § 361.53; and

(C) Commensurate to the services that the individual would otherwise receive from the designated State vocational rehabilitation agency.

(ii) For the purposes of this definition, comparable services and benefits do not include awards and scholarships based on merit.

(Authority: Sections 12(c) and 101(a)(8) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c) and 721(a)(8))

(9) ***Competitive integrated employment*** means work that—

(i) Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that-

(A) Is not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate required under the applicable State or local minimum wage law for the place of employment;

(B) Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and

(C) In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and

(D) Is eligible for the level of benefits provided to other employees; and

(ii) Is at a location—

(A) Typically found in the community; and

(B) Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (*e.g.*, customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and

(iii) Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

(Authority: Sections 7(5) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(5) and 709(c))

(10) ***Construction of a facility for a public or nonprofit community rehabilitation program*** means—

(i) The acquisition of land in connection with the construction of a new building for a community rehabilitation program;

(ii) The construction of new buildings;

(iii) The acquisition of existing buildings;

(iv) The expansion, remodeling, alteration, or renovation of existing buildings;

(v) Architect's fees, site surveys, and soil investigation, if necessary, in connection with the acquisition of land or existing buildings, or the construction, expansion, remodeling, or alteration of community rehabilitation facilities;

(vi) The acquisition of initial fixed or movable equipment of any new, newly acquired, newly expanded, newly remodeled, newly altered, or newly renovated buildings that are to be used for community rehabilitation program purposes; and

(vii) Other direct expenditures appropriate to the construction project, except costs of off-site improvements.

(Authority: Sections 7(6) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(6) and 709(c))

(11) ***Customized employment*** means competitive integrated employment, for an individual with a significant disability, that is—

(i) Based on an individualized determination of the unique strengths, needs, and interests of the individual with a significant disability;

(ii) Designed to meet the specific abilities of the individual with a significant disability and the business needs of the employer; and

(iii) Carried out through flexible strategies, such as—

(A) Job exploration by the individual; and

(B) Working with an employer to facilitate placement, including—

(*1*) Customizing a job description based on current employer needs or on previously unidentified and unmet employer needs;

(*2*) Developing a set of job duties, a work schedule and job arrangement, and specifics of supervision (including performance evaluation and review), and determining a job location;

(*3*) Using a professional representative chosen by the individual, or if elected self-representation, to work with an employer to facilitate placement; and

(*4*) Providing services and supports at the job location.

(Authority: Section 7(7) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(7) and 709(c))

(12) ***Designated State agency*** or ***State agency*** means the sole State agency, designated, in accordance with § 361.13(a), to administer, or supervise the local administration of, the vocational rehabilitation services portion of the Unified or Combined State Plan. The term includes the State agency for individuals who are blind, if designated as the sole State agency with respect to that part of the Unified or Combined State Plan relating to the vocational rehabilitation of individuals who are blind.

(Authority: Sections 7(8)(A) and 101(a)(2)(A) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(8)(A) and 721(a)(2)(A))

(13) ***Designated State unit*** or ***State unit*** means either—

(i) The State vocational rehabilitation bureau, division, or other organizational unit that is primarily concerned with vocational rehabilitation or vocational and other rehabilitation of individuals with disabilities and that is responsible for the administration of the vocational rehabilitation program of the State agency, as required under § 361.13(b); or

(ii) The State agency that is primarily concerned with vocational rehabilitation or vocational and other rehabilitation of individuals with disabilities.

(Authority: Sections 7(8)(B) and 101(a)(2)(B) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(8)(B) and 721(a)(2)(B))

(14) ***Eligible individual*** means an applicant for vocational rehabilitation services who meets the eligibility requirements of § 361.42(a).

(Authority: Sections 7(20)(A) and 102(a)(1) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(20)(A) and 722(a)(1))

(15) ***Employment outcome*** means, with respect to an individual, entering, advancing in, or retaining full-time or, if appropriate, part-time competitive integrated employment, as defined in paragraph (c)(9) of this section (including customized employment, self-employment, telecommuting, or business ownership), or supported employment as defined in paragraph (c)(53) of this section, that is consistent with an individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

Note to paragraph (c)(15): A designated State unit may continue services to individuals with uncompensated employment goals on their approved individualized plans for employment prior to September 19, 2016 until June 30, 2017, unless a longer period of time is required based on the needs of the individual with the disability, as documented in the individual's service record.

(Authority: Sections 7(11), 12(c), 100(a)(2), and 102(b)(4)(A) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(11), 709(c), 720(a)(2), and 722(b)(4)(A))

(16) ***Establishment, development, or improvement of a public or nonprofit community rehabilitation program*** means—

(i) The establishment of a facility for a public or nonprofit community rehabilitation program, as defined in paragraph (c)(17) of this section, to provide vocational rehabilitation services to applicants or eligible individuals;

(ii) Staffing, if necessary to establish, develop, or improve a public or nonprofit community rehabilitation program for the purpose of providing vocational rehabilitation services to applicants or eligible individuals, for a maximum period of four years, with Federal financial participation available at the applicable matching rate for the following levels of staffing costs:

(A) 100 percent of staffing costs for the first year;

(B) 75 percent of staffing costs for the second year;

(C) 60 percent of staffing costs for the third year; and

(D) 45 percent of staffing costs for the fourth year; and

(iii) Other expenditures and activities related to the establishment, development, or improvement of a public or nonprofit community rehabilitation program that are necessary to make the program functional or increase its effectiveness in providing vocational rehabilitation services to applicants or eligible individuals, but are not ongoing operating expenses of the program.

(Authority: Sections 7(12) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(12) and 709(c))

(17) ***Establishment of a facility for a public or nonprofit community rehabilitation program*** means—

(i) The acquisition of an existing building and, if necessary, the land in connection with the acquisition, if the building has been completed in all respects for at least one year prior to the date of acquisition and the Federal share of the cost of acquisition is not more than $300,000;

(ii) The remodeling or alteration of an existing building, provided the estimated cost of remodeling or alteration does not exceed the appraised value of the existing building;

(iii) The expansion of an existing building, provided that—

(A) The existing building is complete in all respects;

(B) The total size in square footage of the expanded building, notwithstanding the number of expansions, is not greater than twice the size of the existing building;

(C) The expansion is joined structurally to the existing building and does not constitute a separate building; and

(D) The costs of the expansion do not exceed the appraised value of the existing building;

(iv) Architect's fees, site survey, and soil investigation, if necessary in connection with the acquisition, remodeling, alteration, or expansion of an existing building; and

(v) The acquisition of fixed or movable equipment, including the costs of installation of the equipment, if necessary to establish, develop, or improve a community rehabilitation program.

(Authority: Sections 7(12) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(12) and 709(c))

(18) ***Extended employment*** means work in a non-integrated or sheltered setting for a public or private nonprofit agency or organization that provides compensation in accordance with the Fair Labor Standards Act.

(Authority: Section 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c))

(19) *Extended services* means ongoing support services and other appropriate services that are—

(i) Needed to support and maintain an individual with a most significant disability including a youth with a most significant disability, in supported employment;

(ii) Organized or made available, singly or in combination, in such a way as to assist an eligible individual in maintaining supported employment;

(iii) Based on the needs of an eligible individual, as specified in an individualized plan for employment;

(iv) Provided by a State agency, a private nonprofit organization, employer, or any other appropriate resource, after an individual has made the transition from support from the designated State unit; and

(v) Provided to a youth with a most significant disability by the designated State unit in accordance with requirements set forth in this part and part 363 for a period not to exceed four years, or at such time that a youth reaches age 25 and no longer meets the definition of a youth with a disability under paragraph (c)(58) of this section, whichever occurs first. The designated State unit may not provide extended services to an individual with a most significant disability who is not a youth with a most significant disability.

(Authority: Sections 7(13), 12(c), and 604(b) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(13), 709(c), and 795i(b))

(20) *Extreme medical risk* means a probability of substantially increasing functional impairment or death if medical services, including mental health services, are not provided expeditiously.

(Authority: Sections 12(c) and 101(a)(8)(A)(i)(III) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c) and 721(a)(8)(A)(i)(III))

(21) *Fair hearing board* means a committee, body, or group of persons established by a State prior to January 1, 1985, that—

(i) Is authorized under State law to review determinations made by personnel of the designated State unit that affect the provision of vocational rehabilitation services; and

(ii) Carries out the responsibilities of the impartial hearing officer in accordance with the requirements in § 361.57(j).

(Authority: Sections 12(c) and 102(c)(6) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c) and 722(c)(6))

(22) *Family member,* for purposes of receiving vocational rehabilitation services in accordance with § 361.48(b)(9), means an individual—

(i) Who either—

(A) Is a relative or guardian of an applicant or eligible individual; or

(B) Lives in the same household as an applicant or eligible individual;

(ii) Who has a substantial interest in the well-being of that individual; and

(iii) Whose receipt of vocational rehabilitation services is necessary to enable the applicant or eligible individual to achieve an employment outcome.

(Authority: Sections 12(c) and 103(a)(19) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c) and 723(a)(19))

(23) ***Governor*** means a chief executive officer of a State.

(Authority: Section 7(15) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(15))

(24) ***Impartial hearing officer*** —

(i) ***Impartial hearing officer*** means an individual who—

(A) Is not an employee of a public agency (other than an administrative law judge, hearing examiner, or employee of an institution of higher education);

(B) Is not a member of the State Rehabilitation Council for the designated State unit;

(C) Has not been involved previously in the vocational rehabilitation of the applicant or recipient of services;

(D) Has knowledge of the delivery of vocational rehabilitation services, the vocational rehabilitation services portion of the Unified or Combined State Plan, and the Federal and State regulations governing the provision of services;

(E) Has received training with respect to the performance of official duties; and

(F) Has no personal, professional, or financial interest that could affect the objectivity of the individual.

(ii) An individual is not considered to be an employee of a public agency for the purposes of this definition solely because the individual is paid by the agency to serve as a hearing officer.

(Authority: Sections 7(16) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(16) and 709(c))

(25) ***Indian; American Indian; Indian American; Indian Tribe*** —

(i) ***In general.*** The terms "Indian", "American Indian", and "Indian American" mean an individual who is a member of an Indian tribe and include a Native and a descendant of a Native, as such terms are defined in subsections (b) and (r) of section 3 of the Alaska Native Claims Settlement Act (43 U.S.C. 1602).

(ii) ***Indian tribe.*** The term "Indian tribe" means any Federal or State Indian tribe, band, rancheria, pueblo, colony, or community, including any Alaska native village or regional village corporation (as defined in or established pursuant to the Alaska Native Claims Settlement Act) and a tribal organization (as defined in section 4(l) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450(b)(l)).

(Authority: Section 7(19) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(19))

(26) ***Individual who is blind*** means a person who is blind within the meaning of applicable State law.

(Authority: Section 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c))

(27) ***Individual with a disability,*** except as provided in paragraph (c)(28) of this section, means an individual—

(i) Who has a physical or mental impairment;

(ii) Whose impairment constitutes or results in a substantial impediment to employment; and

(iii) Who can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

(Authority: Section 7(20)(A) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(20)(A))

(28) ***Individual with a disability,*** for purposes of §§ 361.5(c)(13), 361.13(a), 361.13(b)(1), 361.17(a), (b), (c), and (j), 361.18(b), 361.19, 361.20, 361.23(b)(2), 361.29(a) and (d)(8), and 361.51(b), means an individual—

(i) Who has a physical or mental impairment that substantially limits one or more major life activities;

(ii) Who has a record of such an impairment; or

(iii) Who is regarded as having such an impairment.

(Authority: Section 7(20)(B) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(20)(B))

(29) ***Individual with a most significant disability*** means an individual with a significant disability who meets the designated State unit's criteria for an individual with a most significant disability. These criteria must be consistent with the requirements in § 361.36(d)(1) and (2).

(Authority: Sections 7(21)(E) and 101(a)(5)(C) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(21)(E) and 721(a)(5)(C))

(30) ***Individual with a significant disability*** means an individual with a disability—

(i) Who has a severe physical or mental impairment that seriously limits one or more functional capacities (such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance, or work skills) in terms of an employment outcome;

(ii) Whose vocational rehabilitation can be expected to require multiple vocational rehabilitation services over an extended period of time; and

(iii) Who has one or more physical or mental disabilities resulting from amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, mental illness, multiple sclerosis, muscular dystrophy, musculo-skeletal disorders, neurological disorders (including stroke and epilepsy), spinal cord conditions (including paraplegia and quadriplegia), sickle cell anemia, intellectual disability, specific learning disability, end-stage renal disease, or another disability or combination of disabilities determined on the basis of an assessment for determining eligibility and vocational rehabilitation needs to cause comparable substantial functional limitation.

(31) ***Individual's representative*** means any representative chosen by an applicant or eligible individual, as appropriate, including a parent, guardian, other family member, or advocate, unless a representative has been appointed by a court to represent the individual, in which case the court-appointed representative is the individual's representative.

(Authority: Sections 7(22) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(22) and 709(c))

(32) ***Integrated setting*** means—

(i) With respect to the provision of services, a setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals other than non-disabled individuals who are providing services to those applicants or eligible individuals; and

(ii) With respect to an employment outcome, means a setting—

(A) Typically found in the community; and

(B) Where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (*e.g.*, customers and vendors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons.

(Authority: Section 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c))

(33) ***Local workforce development board*** means a local board, as defined in section 3 of the Workforce Innovation and Opportunity Act.

(Authority: Section 7(25) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(25))

(34) ***Maintenance*** means monetary support provided to an individual for expenses, such as food, shelter, and clothing, that are in excess of the normal expenses of the individual and that are necessitated by the individual's participation in an assessment for determining eligibility and vocational rehabilitation needs or the individual's receipt of vocational rehabilitation services under an individualized plan for employment.

(Authority: Sections 12(c) and 103(a)(7) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c) and 723(a)(7))

(i) ***Examples:*** The following are examples of expenses that would meet the definition of *maintenance*. The examples are illustrative, do not address all possible circumstances, and are not intended to substitute for individual counselor judgment.

> *Example 1:* The cost of a uniform or other suitable clothing that is required for an individual's job placement or job-seeking activities.

> *Example 2:* The cost of short-term shelter that is required in order for an individual to participate in assessment activities or vocational training at a site that is not within

commuting distance of an individual's home.

Example 3: The initial one-time costs, such as a security deposit or charges for the initiation of utilities, that are required in order for an individual to relocate for a job placement.

(ii) [Reserved]

(35) ***Mediation*** means the act or process of using an independent third party to act as a mediator, intermediary, or conciliator to assist persons or parties in settling differences or disputes prior to pursuing formal administrative or other legal remedies. Mediation under the program must be conducted in accordance with the requirements in § 361.57(d) by a qualified and impartial mediator as defined in § 361.5(c)(43).

(Authority: Sections 12(c) and 102(c)(4) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c) and 722(c)(4))

(36) ***Nonprofit,*** with respect to a community rehabilitation program, means a community rehabilitation program carried out by a corporation or association, no part of the net earnings of which inures, or may lawfully inure, to the benefit of any private shareholder or individual and the income of which is exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986.

(Authority: Section 7(26) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(26))

(37) ***Ongoing support services,*** as used in the definition of *supported employment,* means services that—

(i) Are needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment;

(ii) Are identified based on a determination by the designated State unit of the individual's need as specified in an individualized plan for employment;

(iii) Are furnished by the designated State unit from the time of job placement until transition to extended services, unless post-employment services are provided following transition, and thereafter by one or more extended services providers throughout the individual's term of employment in a particular job placement;

(iv) Include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability based on—

(A) At a minimum, twice-monthly monitoring at the worksite of each individual in supported employment; or

(B) If under specific circumstances, especially at the request of the individual, the individualized plan for employment provides for off-site monitoring, twice monthly meetings with the individual;

(v) Consist of—

(A) Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs described in paragraph (c)(5)(ii) of this section;

(B) The provision of skilled job trainers who accompany the individual for intensive job skill training at the work site;

(C) Job development and training;

(D) Social skills training;

(E) Regular observation or supervision of the individual;

(F) Follow-up services including regular contact with the employers, the individuals, the parents, family members, guardians, advocates or authorized representatives of the individuals, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement;

(G) Facilitation of natural supports at the worksite;

(H) Any other service identified in the scope of vocational rehabilitation services for individuals, described in § 361.48(b); or

(I) Any service similar to the foregoing services.

(Authority: Sections 7(27) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(27) and 709(c))

(38) *Personal assistance services* means a range of services, including, among other things, training in managing, supervising, and directing personal assistance services, provided by one or more persons, that are—

(i) Designed to assist an individual with a disability to perform daily living activities on or off the job that the individual would typically perform without assistance if the individual did not have a disability;

(ii) Designed to increase the individual's control in life and ability to perform everyday activities on or off the job;

(iii) Necessary to the achievement of an employment outcome; and

(iv) Provided only while the individual is receiving other vocational rehabilitation services. The services may include training in managing, supervising, and directing personal assistance services.

(Authority: Sections 7(28), 12(c), 102(b)(4)(B)(i)(I)(bb), and 103(a)(9) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(28), 709(c), 722(b)(4)(B)(i)(I)(bb), and 723(a)(9))

(39) *Physical and mental restoration services* means—

(i) Corrective surgery or therapeutic treatment that is likely, within a reasonable period of time, to correct or modify substantially a stable or slowly progressive physical or mental impairment that constitutes a substantial impediment to employment;

(ii) Diagnosis of and treatment for mental or emotional disorders by qualified personnel in accordance with State licensure laws;

(iii) Dentistry;

(iv) Nursing services;

(v) Necessary hospitalization (either inpatient or outpatient care) in connection with surgery or treatment and clinic services;

(vi) Drugs and supplies;

(vii) Prosthetic and orthotic devices;

(viii) Eyeglasses and visual services, including visual training, and the examination and services necessary for the prescription and provision of eyeglasses, contact lenses, microscopic lenses, telescopic lenses, and other special visual aids prescribed by personnel who are qualified in accordance with State licensure laws;

(ix) Podiatry;

(x) Physical therapy;

(xi) Occupational therapy;

(xii) Speech or hearing therapy;

(xiii) Mental health services;

(xiv) Treatment of either acute or chronic medical complications and emergencies that are associated with or arise out of the provision of physical and mental restoration services, or that are inherent in the condition under treatment;

(xv) Special services for the treatment of individuals with end-stage renal disease, including transplantation, dialysis, artificial kidneys, and supplies; and

(xvi) Other medical or medically related rehabilitation services.

(Authority: Sections 12(c) and 103(a)(6) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c) and 723(a)(6))

(40) *Physical or mental impairment* means—

(i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculo-skeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine; or

(ii) Any mental or psychological disorder such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

(41) *Post-employment services* means one or more of the services identified in § 361.48(b) that are provided subsequent to the achievement of an employment outcome and that are necessary for an individual to maintain, regain, or advance in employment, consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

(Authority: Sections 12(c) and 103(a)(20) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c) and 723(a)(20))

Note to paragraph (c)(41): Post-employment services are intended to ensure that the employment outcome remains consistent with the individual's unique strengths, resources, priorities, concerns,

abilities, capabilities, interests, and informed choice. These services are available to meet rehabilitation needs that do not require a complex and comprehensive provision of services and, thus, should be limited in scope and duration. If more comprehensive services are required, then a new rehabilitation effort should be considered. Post-employment services are to be provided under an amended individualized plan for employment; thus, a re-determination of eligibility is not required. The provision of post-employment services is subject to the same requirements in this part as the provision of any other vocational rehabilitation service. Post-employment services are available to assist an individual to maintain employment, *e.g.*, the individual's employment is jeopardized because of conflicts with supervisors or co-workers, and the individual needs mental health services and counseling to maintain the employment, or the individual requires assistive technology to maintain the employment; to regain employment, *e.g.*, the individual's job is eliminated through reorganization and new placement services are needed; and to advance in employment, *e.g.*, the employment is no longer consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

(42) ***Pre-employment transition services*** means the required activities and authorized activities specified in § 361.48(a)(2) and (3).

(Authority: Sections 7(30) and 113(b) and (c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(30) and 733(b) and (c))

(43) ***Qualified and impartial mediator*** —

(i) ***Qualified and impartial mediator*** means an individual who—

(A) Is not an employee of a public agency (other than an administrative law judge, hearing examiner, employee of a State office of mediators, or employee of an institution of higher education);

(B) Is not a member of the State Rehabilitation Council for the designated State unit;

(C) Has not been involved previously in the vocational rehabilitation of the applicant or recipient of services;

(D) Is knowledgeable of the vocational rehabilitation program and the applicable Federal and State laws, regulations, and policies governing the provision of vocational rehabilitation services;

(E) Has been trained in effective mediation techniques consistent with any State-approved or -recognized certification, licensing, registration, or other requirements; and

(F) Has no personal, professional, or financial interest that could affect the individual's objectivity during the mediation proceedings.

(ii) An individual is not considered to be an employee of the designated State agency or designated State unit for the purposes of this definition solely because the individual is paid by the designated State agency or designated State unit to serve as a mediator.

(Authority: Sections 12(c) and 102(c)(4) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c) and 722(c)(4))

(44) ***Rehabilitation engineering*** means the systematic application of engineering sciences to design, develop, adapt, test, evaluate, apply, and distribute technological solutions to problems confronted by individuals with disabilities in functional areas, such as mobility, communications, hearing, vision, and cognition, and in activities associated with employment, independent living, education, and integration into the community.

(Authority: Sections 7(32) and (12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(32) and 709(c))

(45) ***Rehabilitation technology*** means the systematic application of technologies, engineering methodologies, or scientific principles to meet the needs of, and address the barriers confronted by, individuals with disabilities in areas that include education, rehabilitation, employment, transportation, independent living, and recreation. The term includes rehabilitation engineering, assistive technology devices, and assistive technology services.

(Authority: Section 7(32) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(32))

(46) ***Reservation*** means a Federal or State Indian reservation, a public domain Indian allotment, a former Indian reservation in Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act (43 U.S.C. 1601 *et seq.*); or a defined area of land recognized by a State or the Federal Government where there is a concentration of tribal members and on which the tribal government is providing structured activities and services.

(Authority: Section 121(e) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 741(e))

(47) ***Sole local agency*** means a unit or combination of units of general local government or one or more Indian tribes that has the sole responsibility under an agreement with, and the supervision of, the State agency to conduct a local or tribal vocational rehabilitation program, in accordance with the vocational rehabilitation services portion of the Unified or Combined State Plan.

(Authority: Section 7(24) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(24))

(48) ***State*** means any of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

(Authority: Section 7(34) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(34))

(49) ***State workforce development board*** means a State workforce development board, as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).

(Authority: Section 7(35) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(35))

(50) ***Statewide workforce development system*** means a workforce development system, as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).

(Authority: Section 7(36) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(36))

(51) *Student with a disability* —

(i) ***Student with a disability*** means, in general, an individual with a disability in a secondary, postsecondary, or other recognized education program who—

(A)

(*1*) Is not younger than the earliest age for the provision of transition services under section 614(d)(1)(A)(i)(VIII) of the Individuals with Disabilities Education Act (20 U.S.C. 1414(d)(1)(A)(i)(VIII)); or

(*2*) If the State involved elects to use a lower minimum age for receipt of pre-employment transition services under this Act, is not younger than that minimum age; and

(B)

(*1*) Is not older than 21 years of age; or

(*2*) If the State law for the State provides for a higher maximum age for receipt of services under the Individuals with Disabilities Education Act (20 U.S.C. 1400 *et seq.*), is not older than that maximum age; and

(C)

(*1*) Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 *et seq.*); or

(*2*) Is a student who is an individual with a disability, for purposes of section 504.

(ii) ***Students with disabilities*** means more than one student with a disability.

(Authority: Sections 7(37) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(37) and 709(c))

(52) ***Substantial impediment to employment*** means that a physical or mental impairment (in light of attendant medical, psychological, vocational, educational, communication, and other related factors) hinders an individual from preparing for, entering into, engaging in, advancing in, or retaining employment consistent with the individual's abilities and capabilities.

(Authority: Sections 7(20)(A) and 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(20)(A) and 709(c))

(53) *Supported employment* —

(i) ***Supported employment*** means competitive integrated employment, including customized employment, or employment in an integrated work setting in which an individual with a most significant disability, including a youth with a most significant disability, is working on a short-term basis toward competitive integrated employment that is individualized, and customized, consistent with the unique strengths, abilities, interests, and informed choice of the individual, including with ongoing support services for individuals with the most significant disabilities—

(A) For whom competitive integrated employment has not historically occurred, or for whom competitive integrated employment has been interrupted or intermittent as a result of a significant disability; and

(B) Who, because of the nature and severity of their disabilities, need intensive supported employment services and extended services after the transition from support provided by the designated State unit, in order to perform this work.

(ii) For purposes of this part, an individual with a most significant disability, whose supported employment in an integrated setting does not satisfy the criteria of competitive integrated employment, as defined in paragraph (c)(9) of this section is considered to be working on a short-term basis toward competitive integrated employment so long as the individual can reasonably anticipate achieving competitive integrated employment—

(A) Within six months of achieving a supported employment outcome; or

(B) In limited circumstances, within a period not to exceed 12 months from the achievement of the supported employment outcome, if a longer period is necessary based on the needs of the individual, and the individual has demonstrated progress toward competitive earnings based on information contained in the service record.

(Authority: Sections 7(38), 12(c), and 602 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(38), 709(c), and 795g)

(54) *Supported employment services* means ongoing support services, including customized employment, and other appropriate services needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment that are—

(i) Organized and made available, singly or in combination, in such a way as to assist an eligible individual to achieve competitive integrated employment;

(ii) Based on a determination of the needs of an eligible individual, as specified in an individualized plan for employment;

(iii) Provided by the designated State unit for a period of time not to exceed 24 months, unless under special circumstances the eligible individual and the rehabilitation counselor jointly agree to extend the time to achieve the employment outcome identified in the individualized plan for employment; and

(iv) Following transition, as post-employment services that are unavailable from an extended services provider and that are necessary to maintain or regain the job placement or advance in employment.

(Authority: Sections 7(39), 12(c), and 103(a)(16) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(39), 709(c), and 723(a)(16))

(55) *Transition services* means a coordinated set of activities for a student or youth with a disability—

(i) Designed within an outcome-oriented process that promotes movement from school to post-school activities, including postsecondary education, vocational training, competitive integrated employment, supported employment, continuing and adult education, adult services, independent living, or community participation;

(ii) Based upon the individual student's or youth's needs, taking into account the student's or youth's preferences and interests;

(iii) That includes instruction, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation;

(iv) That promotes or facilitates the achievement of the employment outcome identified in the student's or youth's individualized plan for employment; and

(v) That includes outreach to and engagement of the parents, or, as appropriate, the representative of such a student or youth with a disability.

(Authority: Sections 12(c) and 103(a)(15) and (b)(7) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c) and 723(a)(15) and (b)(7))

(56) ***Transportation*** means travel and related expenses that are necessary to enable an applicant or eligible individual to participate in a vocational rehabilitation service, including expenses for training in the use of public transportation vehicles and systems.

(Authority: Sections 12(c) and 103(a)(8) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c) and 723(a)(8))

(i) ***Examples.*** The following are examples of expenses that would meet the definition of *transportation*. The examples are purely illustrative, do not address all possible circumstances, and are not intended as substitutes for individual counselor judgment.

> *Example 1:* Travel and related expenses for a personal care attendant or aide if the services of that person are necessary to enable the applicant or eligible individual to travel to participate in any vocational rehabilitation service.

> *Example 2:* The purchase and repair of vehicles, including vans, but not the modification of these vehicles, as modification would be considered a rehabilitation technology service.

> *Example 3:* Relocation expenses incurred by an eligible individual in connection with a job placement that is a significant distance from the eligible individual's current residence.

(ii) [Reserved]

(57) ***Vocational rehabilitation services*** —

(i) If provided to an individual, means those services listed in § 361.48; and

(ii) If provided for the benefit of groups of individuals, means those services listed in § 361.49.

(Authority: Sections 7(40) and 103 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(40) and 723)

(58) ***Youth with a disability*** —

(i) ***Youth with a disability*** means an individual with a disability who is not—

(A) Younger than 14 years of age; and

(B) Older than 24 years of age.

(ii) ***Youth with disabilities*** means more than one youth with a disability.

(Authority: Section 7(42) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 705(42))

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Title 34 —Education
Subtitle B —Regulations of the Offices of the Department of Education
Chapter III —Office of Special Education and Rehabilitative Services, Department of Education
Part 361 —State Vocational Rehabilitation Services Program
Subpart B —State Plan and Other Requirements for Vocational Rehabilitation Services
Provision and Scope of Services

Authority: Section 12(c) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c); Pub. L. 111-256, 124 Stat. 2643; unless otherwise noted.
Source: 81 FR 55741, Aug. 19, 2016, unless otherwise noted.

§ 361.52 Informed choice.

(a) *General provision.* The vocational rehabilitation services portion of the Unified or Combined State Plan must assure that applicants and recipients of services or, as appropriate, their representatives are provided information and support services to assist applicants and recipients of services in exercising informed choice throughout the rehabilitation process consistent with the provisions of section 102(d) of the Act and the requirements of this section.

(b) *Written policies and procedures.* The designated State unit, in consultation with its State Rehabilitation Council, if it has a Council, must develop and implement written policies and procedures that enable an applicant or recipient of services to exercise informed choice throughout the vocational rehabilitation process. These policies and procedures must provide for—

(1) Informing each applicant and recipient of services (including students with disabilities who are making the transition from programs under the responsibility of an educational agency to programs under the responsibility of the designated State unit and including youth with disabilities), through appropriate modes of communication, about the availability of and opportunities to exercise informed choice, including the availability of support services for individuals with cognitive or other disabilities who require assistance in exercising informed choice throughout the vocational rehabilitation process;

(2) Assisting applicants and recipients of services in exercising informed choice in decisions related to the provision of assessment services;

(3) Developing and implementing flexible procurement policies and methods that facilitate the provision of vocational rehabilitation services and that afford recipients of services meaningful choices among the methods used to procure vocational rehabilitation services;

(4) Assisting eligible individuals or, as appropriate, the individuals' representatives, in acquiring information that enables them to exercise informed choice in the development of their individualized plans for employment with respect to the selection of the—

(i) Employment outcome;

(ii) Specific vocational rehabilitation services needed to achieve the employment outcome;

(iii) Entity that will provide the services;

(iv) Employment setting and the settings in which the services will be provided; and

(v) Methods available for procuring the services; and

(5) Ensuring that the availability and scope of informed choice is consistent with the obligations of the designated State agency under this part.

(c) *Information and assistance in the selection of vocational rehabilitation services and service providers.* In assisting an applicant and eligible individual in exercising informed choice during the assessment for determining eligibility and vocational rehabilitation needs and during development of the individualized plan for employment, the designated State unit must provide the individual or the individual's representative, or assist the individual or the individual's representative in acquiring, information necessary to make an informed choice about the specific vocational rehabilitation services, including the providers of those services, that are needed to achieve the individual's employment outcome. This information must include, at a minimum, information relating to the—

(1) Cost, accessibility, and duration of potential services;

(2) Consumer satisfaction with those services to the extent that information relating to consumer satisfaction is available;

(3) Qualifications of potential service providers;

(4) Types of services offered by the potential providers;

(5) Degree to which services are provided in integrated settings; and

(6) Outcomes achieved by individuals working with service providers, to the extent that such information is available.

(d) *Methods or sources of information.* In providing or assisting the individual or the individual's representative in acquiring the information required under paragraph (c) of this section, the State unit may use, but is not limited to, the following methods or sources of information:

(1) Lists of services and service providers.

(2) Periodic consumer satisfaction surveys and reports.

(3) Referrals to other consumers, consumer groups, or disability advisory councils qualified to discuss the services or service providers.

(4) Relevant accreditation, certification, or other information relating to the qualifications of service providers.

(5) Opportunities for individuals to visit or experience various work and service provider settings.

(Approved by the Office of Management and Budget under control number 1205-0522)

(Authority: Sections 12(c), 101(a)(19), 102(b)(2)(B), and 102(d) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. 709(c), 721(a)(19), 722(b)(2)(B), and 722(d))

UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF SPECIAL EDUCATION AND REHABILITATIVE SERVICES
REHABILITATION SERVICES ADMINISTRATION
WASHINGTON, DC 20202-2800

TECHNICAL ASSISTANCE CIRCULAR
RSA-TAC-24-01
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ADDRESSEES: STATE VOCATIONAL REHABILITATION AGENCIES
STATE REHABILITATION COUNCILS
AMERICAN INDIAN VOCATIONAL REHABILITATION SERVICE PROJECTS
CLIENT ASSISTANCE PROGRAMS
STATE DIRECTORS OF SPECIAL EDUCATION
TECHNICAL ASSISTANCE CENTERS

SUBJECT: Promoting Meaningful and Sustained Engagement of Individuals with Disabilities in the State Vocational Rehabilitation Services Program

PURPOSE:

The Rehabilitation Services Administration (RSA) provides this Technical Assistance Circular (TAC) to support State vocational rehabilitation (VR) agencies in their efforts to make changes that will promote meaningful and sustained engagement with individuals with disabilities throughout the VR process. The continuum of VR services affords VR agencies opportunities, through multiple touchpoints, to provide quality services that maximize the potential of individuals with disabilities, including individuals with the most significant disabilities, to achieve "competitive integrated employment," as defined in Section 7(5) of the Rehabilitation Act of 1973 (Rehabilitation Act), and 34 C.F.R. § 361.5(c)(9). By actively considering and acknowledging the importance of sustained engagement that encourages and fosters active participation of individuals with disabilities in services, VR agencies can improve performance, reduce attrition of those they serve, and increase the number of participants achieving their employment goal on their individualized plan for employment (IPE).

Through the identification and implementation of critical strategies and flexibilities, without compromising the responsibilities of qualified VR counselors and staff at key points in the process, VR agencies will afford the greatest likelihood of success and employment satisfaction for both program participants and VR agency employees. Meaningful early and consistent engagement practices will contribute to participant retention, timely provision of valuable and needed services, participant satisfaction and long-term success, and could improve agency performance. Additionally, meaningful engagement strategies likely will place State VR agencies in a better position to maximize the expenditure of available Federal funds for VR services, as well as for the provision of pre-employment transition services, thereby increasing the likelihood of competitive integrated employment and supported employment outcomes, including customized employment, for individuals with disabilities under the VR program.

RSA recognizes the multiple challenges faced by State VR agencies, including balancing quality service delivery with staffing limitations, effectively serving both urban and rural areas, and rebuilding performance and capacity of both agency staff and service providers lost during the COVID-19 pandemic. This TAC lays out suggested methods and approaches to encourage, inform, and inspire the development of strategies for optimizing VR program visibility, easing application and eligibility processes, engaging eligible individuals awaiting services while in a closed order of selection category, providing VR services leading to successful high-quality employment outcomes, supporting the engagement of VR professionals in meaningful work that will lead to participant and agency success, and recognizing and incentivizing VR program successes and achievements.

TECHNICAL ASSISTANCE:

Meaningful and sustained engagement involves the ongoing cultivation of relationships, supported by a culture that engages both employees and participants. The most effective way of engaging individuals with disabilities throughout the VR process is by putting them first, building trust in their relationships with VR counselors and staff, and adding extraordinary value to their overall experiences and services. Simply providing basic service alone is no longer enough to constitute meaningful engagement with the individual. RSA encourages VR agencies to ensure that services not only meet but exceed the expectations and needs of individuals with disabilities because the quality of VR participants' experiences, i.e., the perception that participants form based on their interactions with the VR agency and the services they receive, has a direct impact on a VR agency's potential for success with those participants.

Optimizing VR Program Visibility

The VR program has been referred to among stakeholders, professionals, and public officials as a "best-kept secret" far too long. Changing that reality means optimizing the visibility of State VR agencies by marketing the program in accordance with the requirements in the Uniform Guidance at 2 C.F.R. § 200.467 and regularly engaging in strategic actions to improve their visibility to people who access their services. VR agencies can improve their visibility and invite successful engagement through a variety of methods which could include—

- Spotlighting successes on VR agency websites and through community connections with stakeholder groups;
- Providing a 24-hour open-door and high-quality service presence virtually online or through social media, or by telephone;
- Featuring positive ratings and feedback from program participants and employers through multiple media;
- Highlighting the value of services, agency performance, and the social and fiscal return on investment when sharing information with public policymakers;
- Engaging public officials and legislators in personalizing and acknowledging the achievements of program participants through congratulatory letters or similar recognition activities;
- Establishing a virtual or physical presence in secondary and postsecondary educational settings and in American Job Centers (AJCs);

- Promoting the broad continuum of available services from pre-employment transition services for students with disabilities to employment advancement;
- Emphasizing on websites and in public information what the VR agency aspires to accomplish along with the range and depth of available resources rather than featuring limitations on services (e.g., order of selection, lack of fiscal resources, staff shortages); and
- Introducing the wide array of available services to ensure individuals with disabilities have access to information to make choices and inquire about specific resources to support their pathway to the greatest possible employment success.

Optimizing the VR agency's presence and visibility in the State can be done at minimal cost with maximum effect that results in fulfilling the VR agency's purpose and mission while successfully engaging and serving individuals with disabilities and employers, thereby assisting individuals with disabilities to achieve employment outcomes in high-demand and rewarding careers in the competitive labor market.

Engaging Early and Often

Students and youth with disabilities should be afforded multiple opportunities to connect and engage with VR professionals who can provide services that can help to ensure the successful transition from school to work life. VR professionals can provide access to an early start at job exploration through transition and pre-employment transition services arranged in coordination with educational agencies. VR professionals can also provide career counseling and information and referral services to facilitate the successful transition from school to work life. Pre-employment transition services, as described in 34 C.F.R. § 361.48(a), are the earliest set of services available to individuals with disabilities under the VR program. These services, provided in collaboration with local educational agencies (LEAs), are available to both potentially eligible and eligible students with disabilities who meet the definition of a "student with a disability" in 34 C.F.R. § 361.5(c)(51). A student can receive multiple and frequent pre-employment transition services. Participation in these services can promote continued engagement with the VR program and support the development of a meaningful and substantive IPE, including the delivery of services leading to achievement of competitive integrated employment.

The five required pre-employment transition services activities outlined in 34 C.F.R. § 361.48(a)(2) provide opportunities for early engagement of students with disabilities, regardless of whether they have applied or been determined eligible for the VR program. They are—

- Job exploration counseling;
- Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment in the community to the maximum extent possible;
- Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education;
- Workplace readiness training to develop social skills and independent living; and

- Instruction in self-advocacy (including instruction in person-centered planning), which may include peer mentoring (including peer mentoring from individuals with disabilities working in competitive integrated employment).

When a VR agency is working with schools to coordinate and provide transition services or pre-employment transition services to students with disabilities, including those students identified for purposes of Section 504 of the Rehabilitation Act, the coordination of any VR services should occur concurrently with transition planning and services under the Individuals with Disabilities Education Act (IDEA). Specifically, a VR agency should proactively seek engagement with educational agencies to participate in individualized education program (IEP) team meetings, when invited, to coordinate activities, provide consultation, and encourage seamless access to the VR program (34 C.F.R. § 361.48(a)(4)(i) and (iii)).

Although the purpose of the VR program is to assist individuals with disabilities to achieve an employment outcome in competitive integrated employment or supported employment, some individuals with disabilities may choose to consider subminimum wage employment. Section 511 of the Rehabilitation Act imposes limitations on the payment of subminimum wage for a "youth with a disability," as defined in 34 C.F.R. § 361.5(c)(58), seeking subminimum wage employment. The requirements related to the roles and responsibilities of VR agencies and LEAs are outlined in Section 511 of the Rehabilitation Act. Certain specific requirements, set forth in 34 C.F.R. § 397.20, must be fulfilled and documented prior to a youth with a disability receiving a subminimum wage. The requirements support meaningful, sustained, and informed engagement of youth with disabilities, affording opportunities for youth and their networks to receive information regarding pre-employment transition services, as applicable, the opportunity to apply for VR services, and, regardless of determination of eligibility, the receipt of career counseling and information and referral services to local Federal and State programs that offer employment-related services and supports. Career counseling and information and referral services may include benefits counseling to assist youth with disabilities and their families in understanding the interplay between earned income and income-based financial, medical, and other benefits (34 C.F.R. § 397.40(a)(4)). While Section 511 of the Rehabilitation Act prescribes minimum required contact intervals, more frequent contact can encourage greater engagement, help to facilitate the VR program connection with youth with disabilities that otherwise might not occur once a youth is hired at subminimum wage, and may foster further exploration of available VR services, leading to the achievement of an employment outcome in competitive integrated employment or supported employment.

Expediting Application and Eligibility to Sustain Engagement

"If you build it, they will come" only works if people know about VR agencies and if VR agencies offer the services people value and need. Increased visibility of VR agencies, coupled with positive expectations and VR experiences, will inevitably lead to more referrals, applicants, and potentially more eligible individuals with disabilities who could benefit from the VR program.

Streamlining Application - Initiating Engagement

Timely engagement of individuals during referral and application, essential at this early stage in the VR process, is best achieved if VR agencies streamline procedures and remove any unnecessary barriers and requirements. The Rehabilitation Act and the VR program regulations require standards for the prompt and equitable handling of referrals of individuals for VR services, including referrals of individuals made through the one-stop delivery system under Section 121 of the Workforce Innovation and Opportunity Act (WIOA), which must include timelines for making good faith efforts to inform individuals of application requirements and to gather information necessary to begin an assessment for determining eligibility and priority for services (34 C.F.R. § 361.41(a)). VR agencies should eliminate delays in the referral and application process, thereby expediting engagement and facilitating rapid access to VR services.

VR agencies can simplify the application process and provide multiple avenues for individuals with disabilities to apply, including by: telephone; completion of an online application; submission of a written application form; or in person at multiple locations such as a local VR agency office, an AJC or one-stop center, an employer location (including an entity holding a certificate issued under Section 14(c) of the Fair Labor Standards Act), or a mutually convenient location in the community such as a library or an individual's home. Requiring applicants to attend a scheduled group meeting to submit an application, while potentially more efficient for a VR agency experiencing capacity and resource challenges, reduces the ease of applying for those who may need transportation, accommodations, personal assistance arrangements, or who may be otherwise inconvenienced or unable to participate in the group meetings. Such an approach also can lengthen the application timeframe and unintentionally discourage some individuals from applying, or cause others to disengage prematurely from the VR process.

In accordance with 34 C.F.R. § 361.41(b)(2), an application has been made when an individual—

- Has completed and signed an agency application form;
- Has completed a common intake application form in a one-stop center requesting VR services; or
- Has otherwise requested services from the designated State unit (DSU).

Additionally, an individual is considered to have completed an application when the individual or the individual's representative, as appropriate—

- Has provided the information necessary to initiate an assessment to determine eligibility and priority for services, and
- Is available to complete the assessment process.

In general, unless specifically required by State statute or regulation, applicants should not be required to provide unnecessary information or documentation during the application process, such as proof of State residency, which can potentially deter applicants or prolong the application and eligibility determination process. For example, VR agencies must assure in the VR services portion of their Unified or Combined State Plan that they will not impose a duration

of residence requirement that excludes from services any applicant who is present in the State. Thus, the VR agency may not require the applicant to demonstrate a presence in the State through the production of any documentation that, under State or local law, or practical circumstances, results in a de facto duration of residence requirement. Furthermore, in accordance with 34 C.F.R. § 361.42(c), no applicant or group of applicants may be excluded or found ineligible solely on the basis of the type of disability; and eligibility requirements must be applied without regard to the—

- Age, sex, race, color, or national origin of the applicant;
- Type of expected employment outcome;
- Source of referral for VR services;
- Particular service needs or anticipated cost of services required by an applicant or the income level of an applicant or applicant's family;
- Applicants' employment history or current employment status; and
- Applicants' educational status or current educational credential.

In addition, while collecting information to determine financial need is allowable, it is not required by the Rehabilitation Act and may lengthen the timeframe for eligibility determination and development of the IPE, increasing the burden for the VR counselor as well as the applicant.

Streamlining Determination of Eligibility - Expediting Engagement

Timely delivery of VR services begins with eligibility determinations. Eligibility must be determined within 60 days unless there are exceptional and unforeseen circumstances beyond the control of the DSU and the DSU and applicant agree to a specific extension of time (34 C.F.R. § 361.4(b)), or an individual requires a trial work experience (34 C.F.R. § 361.42(e)). A DSU's determination of whether an individual with a disability is eligible for the VR program must be based only on the following three criteria:

- Determination by qualified personnel that the applicant has a physical or mental impairment (34 C.F.R. § 361.42(a)(1)(i));
- Determination by qualified personnel that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment (34 C.F.R. § 361.42(a)(1)(ii); and
- Determination by a qualified VR counselor employed by the DSU that the applicant requires VR services to prepare for, obtain, maintain, advance in, or regain employment that is consistent with the applicant's unique strength, resources, priorities, concerns, abilities, capabilities, interests, and informed choice (34 C.F.R. § 361.42(a)(1)(iii)).

The Rehabilitation Act and its regulations create two distinct presumptions to assist in streamlining the eligibility determination process, as appropriate. First, Section 102(a)(3) of the Rehabilitation Act presumes that an applicant who has been determined to have a disability or to be blind for purposes of Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI) must be:

- Considered to be a person with a significant disability, as defined at Section 7(21) of the Rehabilitation Act; and
- Presumed to be eligible for VR services (provided the applicant intends to achieve an employment outcome) unless the qualified VR counselor employed by the DSU can demonstrate that the applicant is incapable of benefitting from the VR program due to the severity of the applicant's disability.

The qualified VR counselor employed by the DSU can verify the applicant's SSI or SSDI determination in accordance with 34 C.F.R. § 361.41(b)(2), after obtaining the applicant's informed consent, by obtaining the applicant's SSI or SSDI award letter at the applicant's "*my* Social Security account" at the U.S. Social Security Administration. If an applicant does not have an account, the VR counselor may assist the applicant in navigating the steps to create one. While this documentation supports the presumption of eligibility and the existence of a significant disability and, thus, an eligibility determination by a qualified VR counselor, it will likely not be sufficient for accurately assigning a priority of service category. As defined in Section 7(21)(E)(i) of the Rehabilitation Act and 34 C.F.R. § 361.5(c)(29), an "individual with a most significant disability" means an individual with a significant disability who meets the DSU's criteria for an individual with a most significant disability. These criteria must be consistent with the requirements in Section 101(a)(5)(C) of the Rehabilitation Act and 34 C.F.R. § 361.36(d)(1) and (2). Because an award letter from the SSA, alone, will not be sufficient for assigning a priority category related to the definition of an individual with a most significant disability, VR agencies may also find that additional medical or educational data are needed for assigning the individual to a priority of service category and determining service needs for IPE development.

Second, Section 102(a)(2) of the Rehabilitation Act and 34 C.F.R. § 361.42(a)(2) create a presumption that applicants with disabilities can benefit from the VR program, thereby helping to expedite the eligibility process, for purposes of satisfying the requirement at 34 C.F.R. § 361.42(a)(1)(iii).

It is the Department's longstanding interpretation that a determination that an applicant has a physical or mental impairment, or meets any of the other eligibility criteria, must be made by personnel who meet existing licensure, certification, or registration requirements applicable to their profession (62 FR 6308, 6324 (Feb. 11, 1997)). In addition to licensed medical and mental health professionals, the Department has long stated its belief that "qualified personnel" for purposes of 34 C.F.R. § 361.42(a)(1)(i) and (ii), "encompass individuals who are certified under State law and individuals licensed or certified under State regulations" (60 FR 64476, 64487 (Dec. 15, 1995)). Although "qualified personnel" need not be medical or mental health professionals in all instances, the Department "anticipates that in most instances [eligibility] determinations will be supported by medical documentation" (Id.). DSUs can ensure they use existing data and documentation, including information from educational agencies to the maximum extent appropriate to make eligibility determinations, as required by Section 102(a)(4) of the Rehabilitation Act, and consistent with the assessment for eligibility determination process, as defined at Section 7(2)(A)(i) of the Rehabilitation Act, which means a review of existing data.

The determination of a disability must be made by qualified personnel[1] certified or licensed to make such determinations in the State, which may include VR counselors holding such certifications or licensures.[2] A qualified VR counselor is critical to expediting the assessment for determining eligibility and priority for services, as described in 34 C.F.R. § 361.42. State VR agencies must establish standards that are consistent with any national or State-approved or recognized certification, licensing, or registration requirements, or, in the absence of these requirements, other comparable requirements (including State personnel requirements) that apply to the profession or discipline in which those personnel are providing VR services, and must ensure personnel have a 21st-century understanding of the evolving labor force and the needs of individuals with disabilities (Section 101(a)(7)(B) of the Rehabilitation Act and 34 C.F.R. § 361.18(c)). Agencies must ensure they recruit, prepare, and retain personnel who are qualified in accordance with required personnel standards.[3]

VR agencies employ a variety of personnel who interact with both individuals with disabilities and employers, but a qualified VR counselor must meet the education and experience standards of the profession, consistent with those set forth at Section 101(a)(7)(B) of the Rehabilitation Act and 34 C.F.R. § 361.18(c). Although Section 101(a)(7)(B) of the Rehabilitation Act, as amended by WIOA, broadened the education and experience requirements for qualified rehabilitation personnel, the requirement remains that the DSU must maintain personnel standards that are "consistent with any national or State-approved or recognized certification, licensing, or registration requirements, or, in the absence of these requirements, other comparable requirements (including State personnel requirements)." Therefore, it is essential that the DSU establish personnel standards in its Unified or Combined State Plan, consistent with Federal requirements at Section 101(a)(7)(B) of the Rehabilitation Act and 34 C.F.R. § 361.18(c), including the specialized training and experience described in 34 C.F.R. § 361.18(c)(2)(ii), which enable the qualified VR counselor employed by the DSU to work effectively with individuals with disabilities to assist them in achieving competitive integrated employment and to work with employers who hire them.

Pursuant to 34 C.F.R. § 361.42(a)(1)(iii), only a qualified VR counselor employed by the DSU (i.e., those VR counselors meeting the personnel standards established by the DSU pursuant to Section 101(a)(7)(B) of the Rehabilitation Act and 34 C.F.R. § 361.18(c)) may make eligibility determinations for individuals with disabilities applying for services under the VR program. This responsibility is consistent with the non-delegable functions reserved solely for the VR program, specifically those set forth at 34 C.F.R. § 361.13(c)(i) (i.e., all decisions affecting eligibility for VR services, the nature and scope of available services, and the provision of VR services). Therefore, VR agencies must ensure that only those VR counselors who are "qualified" in accordance with the State's personnel standards for VR counselors, as set forth in the State's approved Unified or Combined State Plan, are assigned the task of determining eligibility, as permitted by 34 C.F.R. § 361.42(a)(1)(iii).

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[1] 34 C.F.R. § 361.42(a)(1)(i).

[2] Although neither the Rehabilitation Act nor its implementing regulations address State licensure or certifications for purposes of determining whether personnel are qualified to determine whether an individual has a disability, the Department has stated its position during past rulemaking processes. See relevant preamble discussions at 60 FR 64476, 64477-64478 (Dec. 15, 1995), 62 FR 6308, 6324-6325 (February 11, 1997), 65 FR 10620, 10625-10627 (Feb. 28, 2000), and 66 FR 4380, 4427-4428 (Jan. 17, 2001).

[3] 34 C.F.R. § 361.18(b).

When developing the State's personnel standards to be included in the approved Unified or Combined State Plan, the State must establish and maintain education and experience requirements to ensure, among other things, that the personnel have a 21st-century understanding of the needs of individuals with disabilities (34 C.F.R. § 361.18(c)(1)(ii)). The range of education and experience that States must consider when establishing personnel standards, in accordance with 34 C.F.R. § 361.18(c), are set forth at 34 C.F.R. § 361.18 (c)(1)(A) and (B). For those personnel employed as a qualified VR counselor by the DSU, these minimum education and experience standards, set forth in the State's established personnel standards approved in the State's Unified or Combined State Plan, lay the foundation for indicating a level of competency and skill with respect to the needs of individuals with disabilities. This is particularly important for those non-delegable functions that can only be performed by qualified VR counselors employed by the DSU, such as determining individuals with disabilities eligible for the VR program in accordance with 34 C.F.R. § 361.42(a)(1)(iii). VR agencies should exercise prudence when establishing personnel standards and ensure personnel responsible for making disability-related decisions have the appropriate knowledge and experience. To that end, for example, some State VR agencies have established and maintained personnel standards for VR counselors that require advanced training in a field of study related to disability or rehabilitation or a professional certification in rehabilitation counseling.

Eligibility Determinations – Balancing Expedited Decisions with Meaningful Engagement

During the eligibility determination process, which begins what will eventually become a sustained and meaningful engagement between the participant and VR counselor, the "qualified VR counselor employed by the DSU" could also constitute "qualified personnel," for purposes of the determinations that must be made in accordance with 34 C.F.R. § 361.42(a)(1)(i) and (ii) (i.e., that the applicant has a physical or mental impairment and that the physical or mental impairment constitutes or results in a substantial impediment to employment) However, as noted above, for a VR counselor to be qualified to do so, the State must have established personnel standards in its approved Unified or Combined State Plan that indicate its VR counselors have the competency and skill to make such determinations, which are comprehensive in nature, thereby promoting sustained meaningful engagement between the individual with a disability and the VR counselor. As noted above, such competency and skill are demonstrated in the State's standards through relevant education and experience consistent with Federal requirements set forth at Section 101(7)(B) of the Rehabilitation Act and 34 C.F.R. § 361.18(c)). However, even if a State's established personnel standards in its approved Unified or Combined State Plan specify VR counselors who are "qualified" to make the various determinations required by 34 C.F.R. § 361.42(a)(1), including those at 34 C.F.R. § 361.42(a)(1)(i) and (ii), additional documentation may still be needed from other "qualified personnel," either internal or external to the DSU, to document the applicant's impairment or substantial impediment to employment before the qualified VR counselor employed by the DSU can determine the applicant is eligible for VR services. When additional documentation is necessary to determine eligibility, it is the responsibility of the qualified VR counselor to assess disability-related information (e.g., supporting documentation from medical and educational records), make the eligibility determination, and document in the record of service how the requirements of eligibility are met, thereby satisfying 34 C.F.R. § 361.42(a)(1)(iii) and § 361.47(a)(1).

Similarly, a qualified VR counselor employed by the DSU, even though experienced in the needs of individuals with disabilities generally, may need additional information or documentation from other qualified personnel, either internal or external to the DSU, to determine whether the applicant requires VR services to prepare for, obtain, maintain, advance in, or regain employment that is consistent with the applicant's unique strength, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, as required by 34 C.F.R. § 361.42(a)(1)(iii). The qualified VR counselor may obtain existing data or may need to obtain additional information and data, through the assessment process, as defined at Section 7(2)(A)(ii) of the Rehabilitation Act, to make any of the determinations at 34 C.F.R. § 361.42(a)(1). At each stage of the assessment process, the qualified VR counselor should be engaging with the applicant, explaining the need for the additional information and the benefit it will provide in expediting the process and the eligibility determination. Although qualified VR counselors may not be trained diagnosticians, medical and mental health records can assist qualified VR counselors, who are trained in interpreting such reports, in comprehending any secondary disabilities or medical conditions that should be considered in assessing the eligibility and VR service needs of an applicant. For example, although a qualified VR counselor may readily observe a disability, such as an amputation of a limb, and, thus, could make determinations required by 34 C.F.R. § 361.42(a)(1)(i) and (ii), other assessment information and reports by other certified or licensed professionals could provide the qualified VR counselor with invaluable information. For example, an individual with an amputated leg may also experience medical conditions, such as diabetes or post-traumatic stress disorder. Thus, observation of a visible disability by a qualified VR counselor may be sufficient to determine that an applicant is an individual with a disability as required by 34 C.F.R. § 361.42(a)(1)(i); it alone may not be sufficient to determine a secondary disability, nor may it be sufficient to determine if the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment as required by 34 C.F.R. § 361.42(a)(1)(ii).

In the event a qualified VR counselor determines that additional information to make an eligibility determination is necessary, the VR counselor should inform the applicant. In arranging for any additional assessment activities, the VR counselor should engage the applicant in making informed choice of providers, such as with respect to any necessary medical, psychiatric, psychological, and physical capacity evaluations. The documentation from qualified personnel must reflect a determination that the individual has an impairment and the impairment results in a substantial impediment to employment, to assist the qualified VR counselor employed by the VR agency in making an eligibility determination. For example, an applicant reports having bipolar disorder on the application for services, and at the intake interview, they do not bring any medical documentation to support the diagnosis, but reports they were treated by a doctor in a different State. Because the qualified VR counselor cannot observe any current impacts of the disability solely based on interactions with the applicant during the intake interview, the VR counselor should obtain permission to request medical records from the applicant's prior treating provider and, if needed, arrange for a psychological evaluation to substantiate the diagnosis for eligibility determination purposes. In other words, the qualified VR counselor cannot determine this applicant eligible without obtaining additional information because there is insufficient information to make any of the eligibility determinations at 34 C.F.R. § 361.42(a)(1).

For applicants who have a congenital or permanent disability, existing historical medical and educational information may be sufficient for the purpose of determining eligibility. For example, an applicant who is blind who presents documentation of permanent blindness to the qualified VR counselor employed by the DSU during the intake interview could be determined eligible by that counselor on the basis of that historical information, pursuant to 34 C.F.R. § 361.42(a)(1). However, even though the qualified VR counselor can easily determine this applicant eligible, it could be beneficial to obtain other current records relevant to the information learned during the interview in order to have a better understanding of the eligible individual's scope of VR service needs. On the other hand, an applicant's self-report of a traumatic brain injury (TBI) with no supporting data or records created by a qualified diagnostician is not sufficient to make an eligibility determination. An assessment, such as neuropsychological evaluation, is necessary to support an eligibility determination for VR services. In pursuing an assessment, the qualified VR counselor should engage the applicant in meaningful ways, explaining the process and obtaining informed choice of the providers whenever possible.

Trial work experiences offer another opportunity for engagement during the eligibility determination process. In accordance with 34 C.F.R. § 361.42(e), VR counselors may decide that trial work experiences will help determine whether an individual with a significant disability can benefit from VR services in terms of an employment outcome. Engaging an applicant during the development of a written plan for the trial work experience is essential to ensure a sufficient variety of experiences over a sufficient period of time, along with appropriate supports, to accommodate the rehabilitation needs of the individual during the trial work experiences. Appropriate supports could include assistive technology devices and services, and personal assistance services. Taking into consideration the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice also builds rapport to support communication of the results of the trial work experience. The trial work experience should be extensive enough that it produces sufficient evidence to conclude that the individual can benefit from the provision of VR services in terms of an employment outcome, or yield clear and convincing evidence that an individual is incapable of benefitting from the provision of VR services in terms of an employment outcome to support an ineligibility determination.[4] Ensuring consistent communication and engagement with an individual throughout the trial work process facilitates individual choice in the settings and supports needed to produce the most accurate results and inform the eligibility determination.

The supporting documentation obtained for the purposes of eligibility determination will likely also serve as substantiating documentation for determining a priority for services (if the State is operating under an order of selection as outlined in Section 101(a)(5) of the Rehabilitation Act and 34 C.F.R. § 361.36). Determining eligibility and assigning a priority for services are companion activities, meaning they are separate determinations, but the information and records used in determining eligibility is often critical to informing the assessment for priority for services (i.e., with the review of data to determine functional capacities that are seriously limited by a severe physical or mental impairment) (34 C.F.R. §§ 361.30 and 361.29). As previously discussed, if an individual has additional medical or psychological information or undergoes an assessment that reveals other disabilities, such information and documentation will assist in

[4] Section 102(a)(2)(B) of the Rehabilitation Act.

assigning the individual to the appropriate priority category for a VR agency that has established and implemented an order of selection (Section 102(a)(2)(B) of the Rehabilitation Act).

Flexibilities Under the Rehabilitation Act for Expediting and Ensuring Engagement During Eligibility Determination

Rapid engagement of applicants can also occur if a VR agency elects to develop and implement policies for interim eligibility determinations. While an interim determination is not a full and final determination, as outlined in 34 C.F.R. § 361.42(b)(3), the VR agency can initiate the assessment of VR needs and services based on an interim determination of eligibility prior to the 60-day period but must make a final determination of eligibility within 60 days of the individual submitting an application for services in accordance with 34 C.F.R. § 361.42(b)(2). This method of eligibility determination may assist some agencies in quickly engaging individuals while awaiting additional information to support the final determination. Applying the flexibility of interim eligibility determination can be useful when an applicant has an observable disability or reports having a disability that is apparent to a VR counselor but may require additional supporting documentation. For example, if an applicant who presents wearing a medically prescribed back brace, commonly known as a Boston brace, self-reports chronic back pain and limited mobility as a result of scoliosis, and states medical documentation exists that clearly indicates a history of scoliosis, the qualified VR counselor can assess applicant self-report as well as document counselor observations of the Boston brace to make an interim eligibility determination while awaiting additional supporting documentation from the applicant's treating physician. In this example, the documentation needed is a report of the applicant's limitations in order for the qualified VR counselor to make a determination that the disability poses a substantial impediment to employment, as required by 34 C.F.R. § 361.42(a)(1)(ii).

Supporting and Facilitating Eligibility Documentation

No method of determining eligibility waives the requirement to obtain documentation supporting an eligibility determination in the record of services as outlined in 34 C.F.R. § 361.47, or the determination by a qualified VR counselor employed by the DSU (i.e., the VR agency) that the applicant requires VR services to prepare for, secure, retain, advance in, or regain employment that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice (34 C.F.R. § 361.42(a)(iii)). Supporting documentation, including information from educational agencies serving students with disabilities, and written documentation provided by qualified personnel duly licensed and certified by States to determine whether an individual is an "individual with a disability," may assist the VR counselor in establishing eligibility and can often easily be obtained through online patient and student portals. To expedite eligibility determination and foster engagement, VR agencies are encouraged to train staff on assisting applicants in accessing electronic records, using existing documentation to the maximum extent possible, understanding the responsibilities of qualified VR counselors in making eligibility determinations, exercising available flexibilities under the Rehabilitation Act for making eligibility determinations, and prioritizing timely and engaged communications and relationships with applicants and eligible individuals.

Sustained Engagement When Implementing an Order of Selection

VR agencies implementing an order of selection have multiple opportunities to facilitate and improve the engagement of eligible individuals on a waiting list. Continued engagement while awaiting services is paramount in retaining the interest of individuals with disabilities, assisting them in accessing no cost or comparable benefits and services, and increasing employment readiness. The more individuals can engage in activities, including pre-employment transition services for students prior to being determined eligible or before being released from a waiting list, the better informed such individuals can be about needed services and their employment goals. Ultimately, consistent and meaningful communication and engagement with individuals while they are awaiting services may reduce the number of individuals exiting the VR program, reduce case closures prior to developing the IPE and beginning VR services, and increase the number of participants successfully achieving their employment goals. While operating under an order of selection (Section 101(a)(5) of the Rehabilitation Act and 34 C.F.R. § 361.36), an agency may adopt policies and practices that facilitate meaningful engagement, such as setting timely and routine check-ins with eligible individuals who are placed in a priority category that is closed or making referrals to other programs that can provide supports or training to help prepare individuals for their employment journey with the VR program. For example, AJCs may have potential information or training opportunities that could complement or expedite the completion of VR services once an eligible individual is removed from a waiting list and is able to be served. Helping individuals on the waiting list contact transportation programs, social service agencies, or relevant community programs, such as independent living centers, can help create a foundation of personalized concern and trust that the VR agency is working proactively in the best interests of eligible individuals as they await VR services.

Maximizing Meaningful Engagement During Planning and Services

Meaningful and sustained engagement requires a holistic approach and an ongoing relationship built upon trust and respect. This applies to both VR program participants and VR staff. Planning for VR services begins with an assessment and comprehensive understanding by both the VR counselor and eligible individual regarding the eligible individual's needs, disability-related challenges, desired goals, educational and work history, cultural influences, personal and professional strengths, motivation, and environmental challenges. This cannot be accomplished without affording the opportunity for the VR counselor and the individual to establish an ongoing relationship, which to be successful will need to be built on regular good communication and mutual respect. Such a relationship can be built both virtually and in person. VR agency management can support VR counselors and other frontline staff by removing, revising, or restructuring burdensome policies, practices, or alignment of staff duties that may inhibit timely engagement and meaningful interactions with VR program participants while continuing to maintain necessary internal controls. One such example might be eliminating the initial and annual assessment of financial need to determine participant costs in allowable services. Another example might be assigning processing and follow-up tasks to support staff. Evaluating and implementing even small changes can result in big dividends in terms of developing meaningful engagement among VR staff and between VR counselors and the individuals they serve.

Benefits Planning and Financial Literacy

VR counselors and benefits planners should provide participants with information about how the VR program can change the financial trajectory of their lives, and their future possibilities if they can move away from solely relying on SSDI or SSI benefits by supplementing their income and leveraging work incentives, or ideally, engage in employment paying good wages and benefits that eliminates dependence on or the need for public benefits. Section 102(b)(2) of the Rehabilitation Act and 34 C.F.R. § 361.45(c)(3) require that individuals entitled to benefits under Title II or Title XVI of the Social Security Act on the basis of a disability or blindness be provided general information on additional support and assistance for individuals with disabilities desiring to enter the workforce, including assistance with benefits planning. Agencies are encouraged to augment benefits planning services available through SSA or community-based Work Incentives Planning and Assistance (WIPA) programs, by developing VR counselor knowledge regarding Social Security disability benefits and associated work incentives and/or building a team of in-house Community Work Incentive Coordinators (CWIC) who can engage participants in an analysis of available work incentives and the effect of work upon benefits and potential long-range financial security. Providing professional development opportunities for VR counselors to expand their understanding of disability benefits and work incentives increases the likelihood and quality of conversations that can help participants maximize their possible employment outcomes.

Students with disabilities who are receiving transition planning under an IPE or participating in pre-employment transition services may benefit from financial literacy training and workplace readiness or work-based learning activities in which they learn about money, personal finances, and budgeting. Such activities help them understand the complexities of money, whether from public benefit programs or earned from an employer, or both. Benefits planning services as part of financial literacy training may shift a student's view from one of concern to one of hope and the possibility of a brighter financial future. An individual receiving SSA disability-related benefits prior to participating in a paid work-based learning experience should receive benefits planning beforehand, to understand SSA's wage reporting requirements and to help alleviate fear and confusion around the process, creating a proactive learning experience that can add to future success.

Benefits planning should be provided at multiple points within the continuum of VR services to support informed choice. It may be appropriate, for example, to provide benefits planning services during pre-employment transition services, IPE development, upon an employment offer, or the offer of a raise or an advancement opportunity. Benefits planning services can also help answer questions and alleviate concerns individuals, their families, and others may have about the effect of work on the receipt or loss of benefits and assist with making an appropriate informed choice of an employment goal, including the wage and hours of work. An individual interested in going to work might have a life-long fear of losing their disability-related benefits and may be uncertain about a number of factors, including whether they will be able to work given their disability, whether they will need workplace accommodations, transportation challenges related to getting to work, whether they can keep their healthcare benefits, and whether they will have less money. Providing individuals with disabilities with benefits planning

services is a way to provide support and ensure informed decision-making related to employment.

Meaningful Engagement in Vocational Assessment and Career Exploration

Vocational assessment and career exploration are essential to the development of an IPE. When conducted in a manner that provides informed choice (34 C.F.R. § 361.52 and Section 102(d) of the Rehabilitation Act), in conjunction with counseling and guidance, such assessment and evaluation is valuable and informative and can result in the greatest likelihood of successful achievement of an employment goal. Assessing VR need, as outlined in 34 C.F.R. § 361.45(b)(1) and (f), is an individualized approach. It can be fairly simple when an individual is seeking advancement in employment, enters the VR program with an employment goal and a self-written IPE that identifies the nature and scope of VR services that can be supported by their VR counselor, or the information used to determine eligibility and priority for services provides enough data to substantiate and expedite disability-related services needed and identified on the IPE without the need for comprehensive assessment. Alternately, through meaningful and sustained engagement, a VR counselor may identify the need for additional information or assessments to support a fully developed IPE or an amendment to the original IPE.

Comprehensive assessment engages individuals with disabilities when additional data are necessary to determine an employment outcome and the required IPE services (34 C.F.R. § 361.45 (f)(2)). When conducted with the IPE in mind, the information derived from comprehensive assessment informs plan development and helps to determine the unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, including the needs for supported employment (34 C.F.R. § 361.5(c)(5)(ii)). There may be other areas in a person's life that may require further exploration, including cultural values, language-related needs, or other challenges such as housing struggles, childcare needs, access to transportation, and essential needs related to independent living. While the comprehensive assessment uses, to the maximum extent possible, existing information or information provided by the individual or their network of support necessary to identify their rehabilitation needs to develop the IPE, there may be instances when additional information is needed.

An individual may not be aware of the variety of assessment tools available to help inform decision-making, and through the careful guidance of a VR counselor, information can be shared that will encourage active participation in the vocational assessment and career exploration process. VR services and systems can seem complicated. Therefore, strong communication and facilitation are necessary to optimize results. A qualified VR counselor should introduce and explain the types of assessments and career exploration tools available to assist an individual in making thoughtful decisions regarding their rehabilitation services as well as the need for the assessment when requested or required to participate in such activities. It may be necessary to evaluate patterns of behavior, attitudes, habits, and tolerance related to work, in typical employment settings through community-based work assessments, to assess and further develop the capacities of an individual to perform adequately in a work environment (34 C.F.R. § 361.5(c)(5)(ii)(C), (D) and (E)). These aforementioned activities are critical in helping to identify the services needed to achieve the employment outcome on an IPE, which may include the provision of assistive technology devices and services, personal assistance services, and

transition services for a student or youth with a disability (34 C.F.R. § 361.46(a)(2)) as well as the specific supported employment services for and individual with a most significant disability for whom an employment outcome in a supported employment setting has been deemed to be appropriate, including the expected extended services needed (34 C.F.R. § 361.46(b)).

Individual Engagement in IPE Development

Developing an IPE can be simple or complex, while personalized and tailored to the individual who has an agreed upon a specific employment outcome in competitive integrated employment. For a student with a disability, the IPE should take into account the student's IEP or 504 services and reflect the financial responsibilities of the State education agency (SEA) as outlined in the interagency agreement, as applicable (34 C.F.R. §§ 361.45(d)(9) and 361.22). IPEs must be designed to achieve a specific employment outcome, as defined in 34 C.F.R. § 361.5(c)(15), that is selected by the individual consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice (34 C.F.R. § 361.45(b)(2)). For a student or youth with a disability, an IPE may include a description of the individual's projected post-school employment outcome, as provided in 34 C.F.R. § 361.46(a)(1), that will be refined to a specific employment outcome as the student or youth participates in VR services. In accordance with 34 C.F.R. § 361.46(a)(2), an IPE must also include the VR services needed to achieve the employment outcome, including any necessary specific transition services and supports.

Many factors influence a chosen employment outcome. Therefore, it is important to explore an individual's personal and professional strengths, past successes and challenges, and desired income, as well as the occupation. Evaluating existing and easy-to-access information regarding employment potential, both in today's labor market and the future, will help support conversations with an individual with a disability regarding their goals, time commitment, disability-related challenges, and plan for success. Individuals with disabilities should be provided informed choice and encouraged to reach their highest employment potential. VR professionals can facilitate IPE development to include services that support an employment outcome that is not simply an entry point in a field or the easiest position to obtain, but rather mid- to high-level positions that are in high demand, offer competitive pay, and desirable benefits packages. Qualified VR professionals bring significant, if not unique, value to these conversations because they are accustomed to addressing disability.

IPE development is critical to the perception and realization of the advantages the VR program provides to an individual with a disability, including a student or youth with a disability. While an IPE can and most often is developed with assistance from a qualified VR counselor employed by the State VR agency, there are flexibilities and multiple options that empower individuals to actively participate in their individualized plan development, as described in 34 C.F.R. § 361.45(c)(1) and allow an individual to engage with and seek assistance from others in the development of an IPE. For an individual with a most significant disability, who, because of the nature and severity of their disabilities has not historically obtained competitive integrated employment or such employment has been interrupted or intermittent as a result of their disability, needs intensive supported employment services and extended services as described in

34 C.F.R. § 361.5(c)(53) and (54), and for whom supported employment has been deemed appropriate, the IPE must:

- Specify the supported employment services to be provided by the VR agency;
- Provide for the transition of an individual with a most significant disability, including a youth with a most significant disability, to extended services no later than 24 months or longer, if needed, after the individual enters supported employment; and
- Identify the source of extended services as defined in 34 C.F.R. § 361.5(c)(19).

Clearly communicating the coordination efforts that the VR agency will undertake on behalf of the individual requiring supported employment services may reassure participants that the complex system of providers and services can be navigated and may alleviate any hesitation to fully participate in VR services.

Per 34 C.F.R. § 361.45(d)(3), the eligible individual must agree to the IPE, and the IPE must be approved and signed by a qualified VR counselor employed by the State VR agency. This collaborative process commits both parties to success. It is also an opportunity to review responsibilities, reiterate mutual expectations associated with each step in the IPE, acknowledge the potential for success, and begin facilitating access to the planned services that are required to reach the participant's maximum potential. The seamless and timely delivery of VR services fosters meaningful and sustained engagement and maximizes the likelihood of meeting expectations and commitments.

Engagement During Fulfillment of IPE Services

Engagement with the participant is a critical element to the successful fulfillment of IPE services. The qualified VR counselor's interaction with the participant while coordinating VR and supported employment services is important during this phase. Specifically, while there may be steps or milestones within an IPE that are reached or accomplished by the participant, the services to complete the steps or achieve the milestones are most often coordinated, provided, or paid for by the State VR agency. The coordination of VR and supported employment services may seem daunting to someone navigating the complex system of supports required to achieve competitive integrated employment. The knowledge and experience of qualified VR professionals are often essential to successfully facilitate the seamless delivery of VR and supported employment services. While a participant and the qualified VR counselor determine the required VR services, both the counselor and other VR staff, (e.g., rehabilitation technicians, business engagement specialists) coordinate and facilitate access to the services outlined in the IPE. An individual with a disability may be unsure of when or how to access coordinated services; however, clear and consistent communication from the State VR agency staff and its vendors will help to maintain a high level of engagement. While interactions may be frequent during the initial weeks or months after an individual is determined eligible for services, a VR agency is encouraged to establish policies or procedures outlining the minimum frequency of contact with individuals receiving VR services.

If an individual is participating in a training or education program, communication should be maintained to reinforce the available support of the VR program in the event any challenges arise

and to celebrate the success of related achievements. Waiting until the end of an academic term may be too late to navigate any related issues or challenges that may prohibit success and could negatively impact a person's progress towards achieving the goal on their IPE. Establishing expectations for regular and frequent communication by both VR agency staff and individuals participating in IPE services may result in opportunities to discuss progress, offer or request necessary supports, and foster effective engagement. When solid foundational relationships are established, they provide a safe space in which challenges can be discussed and addressed, as appropriate, to support the best possible result, reduce the likelihood of attrition, and increase the success of achieving milestones or completing steps within an IPE.

When ongoing support services, as defined in 34 C.F.R. § 361.5(c)(37), are required to achieve employment in a competitive integrated environment, communication and collaboration among the individual with a disability, the VR counselor, and service providers are key to sustain engagement and maintain the required levels of participation in services to reach the greatest level of employment success. The regular monitoring and follow-up services that are included in ongoing support services are paramount to ensure frequent contact and engagement of the employer, the individual, and their network of support to reinforce and stabilize the job placement in supported employment.

Post-Employment Services

Assessing and collaborating on an individual's post-employment needs is fundamental to keeping individuals with disabilities engaged from start to finish. The key to post-employment services, as defined in 34 C.F.R. § 361.5(c)(41), is ensuring the amended IPE includes those short-term services needed prior to closing the record of services of an individual who has achieved an employment outcome and providing or arranging for those services during the period of job stabilization, but prior to case closure and exit. The required 90-day timeframe for keeping a VR case service record open after the participant's achievement of an employment outcome represents a minimum timeframe (34 C.F.R. § 361.56(b)). If additional services are needed for an individual to maintain employment, a VR agency should employ flexibility in policy and practice to ensure the case remains open to allow sufficient delivery of required post-employment services. It is important for the VR counselor and the participant to discuss the potential need for post-employment services that would require an amendment to the IPE. When services are quickly identified and provided in a timely manner, they assist an individual with a disability in achieving the highest level of stabilization in employment and support their long-term employment success. VR agencies are reminded there is no provision for an individual to continue to receive VR services, including post-employment services, after their case has been closed and they have exited the VR program without reapplying for services. Keeping a case open to ensure employment is maintained through the delivery of post-employment services reassures the individual with a disability that their continued success is a priority and their goal to achieve high-quality employment will be fully accomplished.

Recognizing Success in the VR Program

The commitment and dedication to the VR process, participation in services, and ultimately achieving the employment outcome identified on an IPE often culminates in receipt of the first

paycheck and the satisfaction in successfully meeting or exceeding an employer's expectations. Recognition of such achievement is important to not only the individual with a disability who has worked hard to reach their goal but also to the VR professionals who helped along the way. VR agencies are encouraged to identify opportunities and find connections within their States to bolster support for and acknowledgment of VR participants and agency personnel. If appropriate consent forms or information releases are signed, a VR agency should consider engaging public officials, legislators, or department heads in personalizing congratulatory letters for successful program participants, as well as spotlighting the success of both participants and agency personnel on VR agency websites or through public meetings with stakeholder groups. Highlighting the types of VR services an individual with a disability received while participating in services helps to emphasize the value and significance of VR services for stakeholders, professionals, and public officials while at the same time providing examples of success for other VR participants or individuals with disabilities, including students with disabilities, who are considering applying for services. The impact of a VR agency may be underestimated; the social and fiscal return on investment should not go unrecognized, and no longer can agencies remain a quiet partner in employment successes or the "best kept secret" in town.

Recognition of success often begins with agency leadership who can establish recognition programs for participants and agency personnel. Advertising the accomplishments of program participants who achieve measurable skill gains through education and training, as well as high-quality employment and credential attainment, helps to elevate the VR program within the workforce system and the local community while also providing inspiration to others. Acknowledging dedicated counseling professionals who tirelessly serve and work to facilitate the employment achievement of individuals with disabilities through formal an informal recognition as well as competitive pay within their respective State demonstrates the commitment of the VR program to the employment success of individuals with disabilities and the retention of qualified VR professionals. Additionally, recognizing areas of professional expertise may be helpful in better serving individuals with specific types of disabilities. Agency leadership could consider implementing alternate caseload management strategies built upon the experience, strengths, and knowledge of VR professionals to increase access to services that require familiarity and connections with specific resources. When individuals with specific disabilities are connected quickly to required and meaningful supports, they may be more likely to remain engaged in services and realize the value of VR services in a more profound way that builds their confidence and increases the likelihood of their long-term success.

VR agencies may consider developing mentoring programs that match successful past program participants with individuals who are just beginning their journey to employment. Mentorship can be a positive experience for both the mentor and mentee and allows for the sharing of unique experiences while offering support and VR program-related information from a participant's perspective. Mentors can share their stories of success and their path to employment, including improvements to their financial future; they may also be a source of inspiration or encouragement as well as provide thoughts or ideas to help navigate the VR process. Establishing a strong mentoring program may lead to increased engagement and reduced attrition, ultimately resulting an increase in successful outcomes in high-quality competitive integrated employment.

CONCLUSION

The continued success of the VR program will rely heavily on the perception of the quality and value of VR services coupled with positive and results-driven experiences of individuals with disabilities, including students with disabilities. The interactions between participants, VR agency personnel, and VR service providers, along with the timeliness, quality, and types of services received, directly impact a VR agency's performance and the employment success of VR program participants. Providing superior services, facilitated by highly qualified VR professionals, attracts individuals with disabilities to the VR program who are eager to engage in services that will help them to achieve their employment goals and exceed their expectations. Creating intentional opportunities for engagement throughout the continuum of VR services, including pre-employment transition services, provides a foundation for consistent and predictable interactions between an individual with a disability and the VR agency. Consistency supports relationship-building and increases trust in the program and services. Agencies that create a culture around valuing and recognizing highly-skilled personnel with diverse expertise and knowledge can recruit and retain a team of VR professionals who know their expertise is valued. Publicizing participant and personnel success helps to engage stakeholders, professionals, and public officials, reinforces the value in the State VR Services Program, and shapes the perception of VR in the statewide workforce development system. VR participants count on the services that VR agencies have to offer, and offering the highest level of individualized services via highly skilled and valued personnel is the most effective way of engaging individuals with disabilities and ensuring their greatest possible success.

INQUIRIES:

Suzanne Mitchell, Chief
Vocational Rehabilitation Program Unit
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/s/

Carol L. Dobak
Deputy Commissioner,
delegated the authority to perform the
functions and duties of the Commissioner

cc: Counsel of State Administrators of Vocational Rehabilitation
National Council of State Agencies for the Blind
National Disability Rights Network
National Coalition of State Rehabilitation Councils
National Association of State Directors of Special Education

CITATIONS:

Rehabilitation Act of 1973, Sections 7(2)(A)(i) and (ii), (5), (21), and (21)(E)(i); 101(a)(5), (a)(5)(C), and (a)(7)(B); 102(a)(2), (a)(2)(B), (a)(3), (a)(4), (b)(2), and (d); 504; 511.

Rehabilitation Act of 1973, Preamble at 60 FR 64476, 64477-64478 (Dec. 15, 1995), 62 FR 6308, 6324-6325 (February 11, 1997), 65 FR 10620, 10625-10627 (Feb. 28, 2000), and 66 FR 4380, 4427-4428 (Jan. 17, 2001).

State Vocational Rehabilitation Services Program Regulations at part 361, 34 C.F.R. §§ 361.4(b); 361.5(c)(5)(ii), (c)(5)(ii)(C), (c)(5)(ii)(D), (c)(5)(ii)(E), (9), (15), (19), (29), (37), (41), (51), (53), and (58); 361.13(c)(i); 361.18 (b), (c), (c)(1)(ii), (c)(1)(ii)(A), (c)(1)(ii)(B), and (c)(2)(ii); 361.22; 361.29; 361.30; 361.36, (d)(1) and (d)(2); 361.41(a), (b)(1), and (b)(2); 361.42, (a)(1), (a)(1)(i), (a)(1) (ii), (a)(1)(iii), (a)(2), (b)(2), (c), and (e); 361.45(b)(1), (b)(2), (c)(1), (c)(3), (d)(3), (d)(9), and (f); 361.46(a)(1), (a)(2), and (b); 361.47, (a)(1); 361.48(a), (a)(2), (a)(4)(i), (a)(4)(iii); and 361.52.

Uniform Administrative Requirements, Grants and Agreements, Cost Principles, and Audit Requirements for Federal Awards Regulations at part 200, 2 C.F.R. § 200.467.

Limitations On Use of Subminimum Wage at part 397, 34 C.F.R. §§ 397.20 and 397.40(a)(4).

Workforce Innovation and Opportunity Act, Section 121

Fair Labor Standards Act, Section 14(c)

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 16, 2026 ITEM NUMBER 10

AGENCY: Division of Procurement Services

SUBJECT: Coastal Carolina University – Approval of Contract Duration

Section 11-35-2030(5), of the SC Consolidated Procurement Code limits the maximum potential duration for any contract to seven years unless the Authority approves a longer maximum potential duration. Coastal Carolina University seeks the Authority's authorization to solicit a contract with a duration up to ten (10) years for campus food service. University officials believe a contract term of ten years will attract better financial proposals and maximize its ability to attract proposals for improving its dining program including improving the existing dining facilities.

AUTHORITY ACTION REQUESTED:

Under authority of SC Consolidated Procurement Code Section 11-35-2030(5), approve Coastal Carolina University's request to solicit a food services contract with a duration up to ten (10) years, as recommended by the Division of Procurement Services.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/16/2026 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: SFAA, Division of Procurement Services
   (b) Authorized Official Signature: John St. C. White
   Materials Management Officer
   Division of Procurement Svcs

2. **Subject:** Coastal Carolina University – Approval of Contract Duration.

3. **Summary and Background Information:**
   Section 11-35-2030(5), of the SC Consolidated Procurement Code limits the maximum potential duration for any contract to seven years unless the Authority approves a longer maximum potential duration. Coastal Carolina University seeks the Authority's authorization to solicit a contract with a duration up to ten (10) years for campus food service. University officials believe a contract term of ten years will attract better financial proposals and maximize its ability to attract proposals for improving its dining program including improving the existing dining facilities.

4. **What is the Authority asked to do?** Under authority of SC Consolidated Procurement Code Section 11-35-2030(5), approve the University's request to solicit a food services contract with a duration up to ten (10) years.

5. **What is recommendation of the submitting agency involved?** Approve the Authority action requested.

6. **Private Participant Disclosure – Check one:**
   ☒ No private participants will be known at the time the Authority considers this agenda item.
   ☐ A Private Participant Disclosure form has been attached for each private participant.
   As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

7. **Recommendation of other office (as required)?** Approve the Authority action requested.

   (a) Authorized Signature: _____
   (b) Office Name:

8. **List of Supporting Documents:**
A- The University's Request
B- Section 11-35-2030(5) of the SC Consolidated Procurement Code
C- Extended terms previously approved by the Authority

9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop. Supporting documentation should include all related agreements or approval requests (e.g., leases, contracts, permanent improvements, indebtedness, agenda items), either current or anticipated; or provide affirmation from the submitting agency that there are no related transactions.

Exhibit A

COASTAL CAROLINA UNIVERSITY

Procurement Services

5/11/2026

To: John White, Materials Management Officer and State Engineer
SC State Fiscal Accountability Authority

From: Alan West, Vice President for Finance and Administration and Chief Financial Officer
Coastal Carolina University

RE: Food Service RFP and Contract 10-year Term Request

Coastal Carolina University (CCU) respectfully requests approval from the South Carolina State Fiscal and Accountability Office to for a comprehensive campus food service management agreement with a contract term of ten (10) years. CCU plans to issue an RFP through the State Procurement Office this year as the current seven-year agreement will expire on June 30, 2027. This request reflects the University's long-term strategic planning, significant anticipated capital investments, and the operational realities associated with a modern, multi-facility dining program at a growing public institution.

The University is entering a period of substantial development, renovation, and expansion of dining, catering, and concessions infrastructure. These projects require major capital investment by the selected food service provider and are best supported through a longer contract term that allows for appropriate amortization and return on investment.

Anticipated Capital Projects Include

- **Health and Human Performance Facility** – New café/POD store (2025 CPIP, project 1 of 23)
- **Track and Field Facility** – Concessions new build (2025 CPIP, project 5 of 23)
- **Residence Halls Construction** – Dining hall and c-store in new build (2025 CPIP, project 8 of 23; 2023 Master Plan Update, building #11A)
- **Student Union Annex II** – Ballroom/catering kitchen and retail food service (2025 CPIP, project 10 of 23)
- **Convocation Center** – Concessions new build (2025 CPIP, project 18 of 23; 2023 Master Plan Update, building #7)
- **Athletic Dining & Wellness Building** – New build (2023 Master Plan Update, building #4)
- **Honors College Housing with Dining** – New build (2023 Master Plan Update, building #10)
- **Chauncey's Choice** – All-you-care-to-eat dining hall and catering commissary refresh/upgrade
- **CINO Grille – Phase 2** – Seating/common areas, restrooms, back-of-house, and office renovations
- **UP Dining Hall** – All-you-care-to-eat dining hall refresh/upgrade
- **Athletic Concessions** – Brooks Stadium, St. Johns, Springs-Brooks, HTC Center refresh/upgrades

These projects represent a long-term institutional commitment to dining excellence and student experience that cannot be realized within the standard seven-year food service contract. The University's recent dining projects demonstrate that higher capital investments are directly correlated with longer contract terms, which allow vendors to responsibly amortize costs while delivering improved facilities and services. Recent dining-related projects already completed by the University have required investments ranging from $250,000 to $2.45 million each.

These figures underscore the scale of financial commitment typically required for modern campus dining operations. Longer contract terms enable vendors to make larger, higher-quality investments, resulting in improved services, enhanced student satisfaction, and increased revenue generation for both parties. A ten-year contract would provide stability and consistency that benefits the University, students, and stakeholders by:

- Allowing sufficient time to implement efficiencies and best practices
- Reducing operational disruptions associated with frequent rebidding
- Supporting long-term workforce development and retention
- Ensuring continuity in dining quality, pricing strategies, and campus partnerships

A longer contract term is intended to enhance competition by allowing offerors to structure capital and operational resources over a longer planning period. A longer contract terms allows for program enhancement, compliance, oversight, and service improvement, ensuring better outcomes for students and the University as a whole. For the reasons outlined above – significant planned capital investments, historical cost precedent, operational stability, revenue optimization, and responsible stewardship of public resources – Coastal Carolina University respectfully requests approval to issue an RFP for food service management with a ten-year contract term.

Regards,

Alan West

COASTAL CAROLINA UNIVERSITY

Procurement Services

5/19/2026

To: John White, Materials Management Officer and State Engineer
SC State Fiscal Accountability Authority

From: Dominic LoTempio, Chief Procurement Officer
Coastal Carolina University

RE: Food Services RFP and Contract 10-year Term Request, Additional Information

Peer public universities of comparable size and complexity routinely execute dining services contracts in the 10 year range. Below are institutions of similar scope to Coastal Carolina, all of which executed 10-year contracts:

- William and Mary
- Western Washington
- Binghamton
- Cleveland State
- Miami of Ohio
- Loyola Marymount

These terms are standard in higher education when supporting capital investment, pricing stability, and operational continuity. Longer term contracts allow recovery of capital investment and stabilize pricing, providing risk management for both the vendor and the institution.

Regards,
Dominic LoTempio

Exhibit B

SECTION 11-35-2030. Multiterm contracts.

(1) Specified Period. Unless otherwise provided by law, a contract for supplies, services, or information technology must not be entered into for any a period of more than one year unless approved in a manner prescribed by regulation of the board. The term of the contract and conditions of renewal or extension must be included in the solicitation and funds must be available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods must be subject to the availability and appropriation of funds for them.

(2) Determination Prior to Use. Before the utilization of a multiterm contract, it must be determined in writing by the appropriate governmental body that:

(a) estimated requirements cover the period of the contract and are reasonably firm and continuing; and

(b) such a contract serves the interest of the State by encouraging effective competition or otherwise promoting economies in state procurement.

(3) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract must be canceled.

(4) Maximum Duration. The maximum potential duration for a contract is five years. A maximum potential duration of up to seven years may be approved by the appropriate chief procurement officer.

(5) Authority Approval. Every type of contract with a maximum potential duration exceeding seven years must be approved by the board. For competitive procurements, approval of the maximum potential duration must be granted before solicitation.

State Fiscal Accountability Authority

Exhibit C

Approved Contract Durations Greater Than Seven Years Since 2015

Date of Approval	Agency	Item	Maximum Potential Duration
4/28/2015	University of South Carolina	Sports Marketing & Media Rights	10 years
3/8/2016	SC Educational Lottery	Central Gaming System	10 year performance term
9/20/2016	University of South Carolina	Food Service	15 years
9/20/2016	Department of Mental Health	Operation of Sexually Violent Predator Treatment Program	40 years
12/13/2016	University of South Carolina	Concessions, catering, and non-athletic event merchandise sales for all athletic venues	10 years
8/31/2017	SC Forestry Commission	Operation of Neiderhof Forestry Center	10 Years
9/1/2017	SC Forestry Commission	Operation of Taylor Nursery	10 Years
12/12/2017	Winthrop University	Food Service	10 Years
12/12/2017	SFAA Division of Procurement Svcs	Electronic Procurement System	10 year performance term
12/11/2018	Medical University of South Carolina	Enterprise Resource Planning System	11 year performance term
5/14/2019	University of South Carolina	Trademark and Licensing including apparel	10 years
6/18/2019	Department of Transportation	Enterprise Asset Management System	17 years
12/17/2020	University of South Carolina	Rental Management, premium catering, and operation of dining facility at Williams Brice Stadium	10 years
5/18/2021	Trident Technical College	Enterprise Resource Planning System	11 year performance term
10/12/2021	Medical University of South Carolina	Student Information System	11 years
5/31/2022	Clemson University	Enterprise Resource Planning System	11 year performance term
1/31/2023	Department of Mental Health	Psychiatric Residential Treatment Facility for juveniles	7 years after substantial completion of construction
3/28/2023	Clemson University	Licensing Agent contract	10 years
3/28/2023	Clemson University	Licensing and Campus Apparel Retail contract	10 years
3/28/2023	Department of Social Services	Economic Services System Application Modernization (ESSAM) System	12 years
10/17/2023	Department of Administration	SCEIS Modernization	10 year performance term
3/26/2024	University of South Carolina	Health Sciences Campus Operations and Maintenance	10 years
6/18/2024	University of South Carolina	River District Development	Greater than 7 years with final duration to be approved with submittal of proposed contract to SFAA
8/27/2024	Department of Trasportation	Specific Service (Logo) Signing Program	12 years
10/15/2024	Department of Corrections	Bio Waste Gasification	20 years after substantial completion of construction
10/15/2024	USC Aiken	Food Service	10 years
10/15/2024	USC Upstate	Food Service	10 years
12/10/2024	USC	Rutledge Bldg Development	50 years
12/10/2024	USC	Henderson St. Houses Dev.	40 years
12/10/2024	USC	Carolina Gardens Dev.	50 years
4/1/2025	Department of Motor Vehicles	Business Application System	14 years after implementation
6/10/2025	Clemson University	MUSC-Physicians	30 years
2/10/2026	PRT Sanctuary Point Development	Sanctuary Point Development, operation & Maintenance	50 years
2/10/2026	USC	Food and beverage sales in athletic venues	15 years
2/10/2026	USC	Athletic multimedia/sponsorship rights	15 years
3/31/2026	South Carolina Education Lottery	Central Gaming System	15 years

Current University Food Service Contracts

Institution	Vendor	Contract Term	Duration
SC Department of Corrections	Aramark	4/11/2024 - 4/10/2029	5 Years
School for the Deaf & Blind	Sodexo	10/2/2021 - 5/31/2027	6.5 Years
Governor's School for Arts & Hu	Aramark	12/29/2023 - 6/30/2030	6.5 Years
South Carolina State University	Sodexo	12/3/2019 - 12/2/2026	7 Years
Clemson University	Aramark	7/10/2020 - 6/30/2027	7 Years
Coastal Carolina University	Aramark	8/1/2020 - 7/31/2027	7 Years
College of Charleston	Aramark	7/1/2023 - 6/30/2030	7 Years
Governor's Shool for Science &	Aramark	9/29/2023 - 9/28/2028	7 Years
Francis Marion University	Aramark	8/17/2022 - 8/16/2029	7 Years
Lander University	Aramark	8/16/2023 - 8/15/2030	7 Years
The Citadel	Compass Group U	7/1/2024 - 6/30/2031	7 Years
Winthrop University	Sodexo	8/1/2018 - 7/30/2028	10 Years
USC Upstate	Sodexo	7/1/2025 - 6/30/2035	10 Years
USC Aiken	Sodexo	8/1/2025 - 7/31/2035	10 Years
University of South Carolina	Aramark	7/1/2017 - 6/30/2032	15 Years

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 16, 2026 ITEM NUMBER 11

AGENCY: Division of Procurement Services

SUBJECT: University of South Carolina – Approval of Contract Duration

Section 11-35-2030(5), of the SC Consolidated Procurement Code limits the maximum potential duration for any contract to seven years unless the Authority approves a longer maximum potential duration. The University of South Carolina seeks the Authority's authorization to solicit a contract with a duration up to fifteen (15) years for campus bookstore operations and management. University officials believe a maximum potential contract term of fifteen years will maximize its ability to attract proposals for improving bookstore facilities, including investments in new fixtures, technology infrastructure, and equipment, by allowing the vendor to amortize its investments over a longer period. University officials also believe a contract duration of up to fifteen years will enable the University to secure stronger commission rates and financial returns without compromising service levels or affordability for students.

AUTHORITY ACTION REQUESTED:

Under authority of SC Consolidated Procurement Code Section 11-35-2030(5), approve the University's request to solicit a contract for campus bookstore operations and management with a duration up to fifteen (15) years, as recommended by the Division of Procurement Services.

ATTACHMENTS:

Agenda item worksheet and attachment

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/16/2026 **Regular Agenda**

1. **Submitted by:**
   (a) Agency: SFAA, Division of Procurement Services
   (b) Authorized Official Signature: John St. C. White
   Materials Management Officer
   Division of Procurement Svcs

2. **Subject:** University of South Carolina – Approval of Contract Duration.

3. **Summary and Background Information:**
   Section 11-35-2030(5), of the SC Consolidated Procurement Code limits the maximum potential duration for any contract to seven years unless the Authority approves a longer maximum potential duration. The University of South Carolina seeks the Authority's authorization to solicit a contract with a duration up to fifteen (15) years for campus bookstore operations and management. University officials believe a maximum potential contract term of fifteen years will maximize its ability to attract proposals for improving bookstore facilities, including investments in new fixtures, technology infrastructure, and equipment, by allowing the vendor to amortize its investments over a longer period. University officials also believe a contract duration of up to fifteen years will enable the University to secure stronger commission rates and financial returns without compromising service levels or affordability for students.

4. **What is the Authority asked to do?** Under authority of SC Consolidated Procurement Code Section 11-35-2030(5), approve the University's request to solicit a contract for campus bookstore operations and management with a duration up to fifteen (15) years. .

5. **What is recommendation of the submitting agency involved?** Approve the Authority action requested.

6. **Private Participant Disclosure – Check one:**
   ☒ No private participants will be known at the time the Authority considers this agenda item.
   ☐ A Private Participant Disclosure form has been attached for each private participant.
   As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

7. **Recommendation of other office (as required)?** Approve the Authority action requested.

   (a) Authorized Signature: _____
   (b) Office Name:

8. **List of Supporting Documents:**
A- The University's Request

B- Section 11-35-2030(5) of the SC Consolidated Procurement Code
C- Extended terms previously approved by the Authority

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9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop. Supporting documentation should include all related agreements or approval requests (e.g., leases, contracts, permanent improvements, indebtedness, agenda items), either current or anticipated; or provide affirmation from the submitting agency that there are no related transactions.

Exhibit A

UNIVERSITY OF
South Carolina

Administration and Finance

May 14, 2026

Mr. John White
State Fiscal Accountability Authority
1333 Main Street, Suite 700
Columbia, SC 29201

Dear Mr. White

The University of South Carolina respectfully requests approval to solicit proposals for the operation and management of a campus store (bookstore) with a potential maximum contract term of fifteen (15) years. This solicitation is intended to support the University's ongoing efforts to modernize and enhance the campus experience for students, faculty, staff, and visitors.

As part of this effort, the University is evaluating opportunities to significantly improve its campus store operations, which may include the development of a new or consolidated location. The envisioned campus store would serve as a modern, multipurpose destination that integrates traditional course materials with general apparel merchandise, technology, convenience retail, and flexible gathering spaces. These enhancements are designed to better support academic success, student life, and an engaging campus environment, while allowing flexibility as future campus needs evolve.

Revenues generated from campus store operations are used to advance the University's educational mission, including direct support for student scholarships, programs and services. A long-term operating agreement is essential to ensure that the selected vendor partner can responsibly invest in, equip, and operate a facility of this scale and significance. The University anticipates that the initial capital investment associated with construction coordination, build-out, fixtures, technology infrastructure, and equipment will be substantial. A contract term of sufficient duration will allow the vendor to amortize this investment appropriately, while enabling the University to secure stronger commission rates and financial returns without compromising service levels or affordability for students.

Peer institutions with longer-term campus store agreements have demonstrated that these arrangements can support improved facilities, enhanced service offerings, and greater long-term financial stability. Based on market comparisons and industry best practices, the leadership believes that authorizing a 15-year maximum contract term will position us to achieve terms that are financially favorable and operationally aligned with the University's long-term campus store and auxiliary services strategy.

The attachment to this letter includes more information on anticipated capital investments and contracts at peer institutions, as well as related data sources.

The solicitation will, of course, incorporate all applicable State requirements, including standard termination and performance clauses, to ensure that the State and the University retain appropriate protections throughout the life of the agreement.

The University respectfully requests authorization to proceed with a solicitation for the operation and management of the new campus store with a potential contract term not to exceed fifteen (15) years. Your favorable consideration of this request is sincerely appreciated.

Sincerely,

Venis Manigo

Venis Manigo
Associate Vice President & CPO

cc: Mr. Ed Walton, Executive Vice President & CFO
Mr. Joe Sobieralski, Senior Associate Vice President & University Treasurer
Mr. Joe Fortune, Director, Business Affairs & Contract Management
Ms. Shannon Hicks, Executive Director of Purchasing

ATTACHMENT

Scale of anticipated investments:

Based on comparable campus store development projects at peer institutions, the University anticipates the capital investment range to be in the $3 million to $7 million range, depending on the scope of construction coordination, buildout configuration, fixture packages, technology infrastructure, and equipment procurement. This range reflects current market conditions for a full-service, modern campus store of the scale USC is envisioning.

To illustrate the scale of these investments in practice: the University of Connecticut's agreement with Barnes & Noble Education (BNED) generated more than $9 million back to the university in its first few years alone, with vendor capital directed toward renovations across multiple store locations. At the University of Montana, a seven-year contract with Follett included a one-time $600,000 capital contribution toward bookstore renovation, plus guaranteed annual payments of at least $500,000 -- representing a total contract value in the range of $4 million over the term, for a significantly smaller institution than USC. For flagship-level stores at larger universities, capital commitments from vendor partners routinely exceed these figures. BNED's own SEC filings confirm that physical store capital expenditures for new construction and contract renewals have run into the tens of millions annually across their portfolio.

The contract duration requested is directly tied to this investment expectation. A 15-year term allows a vendor partner to responsibly amortize that capital commitment while still providing USC with competitive commission structures and meaningful financial returns to the institution.

Market comparisons and industry best practices:

The following peer institutions have entered into longer-term campus store operating agreements and have shared relevant outcomes through professional networks and published reports:

- **University of Connecticut** -- Long-term agreement with BNED; more than $4.25 million directed to student scholarships in the first few years, with additional funds supporting facility renovations.
- **Auburn University** -- Completed a full bookstore renovation in 2025 following Board of Trustees' approval, with the store reopening after a six-month buildout in Haley Center.

- **University of Montana** -- Competitive RFP process resulted in a seven-year Follett agreement with capital investment and guaranteed annual commission revenue.
- **George Washington University** -- Partnered with Follett to transform their campus store into one of the premier campus retail destinations in the country, with a state-of-the-art store now described as a campus landmark.

Benchmarking across SEC and nationally comparable institutions demonstrates that universities utilize both outsourced and self-operated bookstore models; however, flagship peers such as the University of Kentucky and the University of Georgia rely on national vendors (BNED, Follett) to deliver modern retail environments, technology-enabled course material solutions, and student affordability programs.

Notably, the University of Kentucky implemented a 10-year agreement with a 5-year renewal option (15-year horizon) to support investment in a new student center bookstore facility, illustrating the alignment between longer contract durations and capital investment.

Peer institutions including Youngstown State (YSU) and the University of the District of Columbia (UDC) have implemented similar structures to enable private partners such as BNED and Follett to invest in facility modernization, technology infrastructure, and student affordability programs. The YSU and UDC examples explicitly links contract to potential new standalone bookstore facilities.

These agreements shift operational and financial risk to the vendor while generating commission-based revenue for the institution and have demonstrated measurable outcomes, including multi-million-dollar student savings programs and capital improvements funded by the vendor.

The following sources provide industry-level data and best practice frameworks that inform the University's position:

- **National Association of College Stores (NACS)** -- www.nacs.org -- The primary trade association for campus-based retail operations, NACS provides industry research, financial benchmarking, and advocacy for the collegiate retail sector. Their Campus Store Insights platform allows member institutions to compare financial performance against industry peers.
- **NACS Campus Store Standards** -- www.nacs.org/campus-store-standards -- Developed in partnership with the Council for the Advancement of Standards in Higher Education (CAS), these standards provide meaningful metrics that help store leaders assess performance, improve operations, and demonstrate value to institutional leadership.

- **OnCampus Research** -- oncampusresearch.org -- A division of NACS that provides key insights and industry-specific data from students, faculty, and campus store operations, including satisfaction surveys, student focus groups, and customized market research.
- **NACS Foundation** -- nacsfoundation.org -- Supports the Standards Project and the Campus Store Insights benchmarking platform used by institutions nationally.

Exhibit B

SECTION 11-35-2030. Multiterm contracts.

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State Fiscal Accountability Authority

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STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 16, 2026 ITEM NUMBER 12

AGENCY: Patriots Point Development Authority

SUBJECT: Report Regarding Lease to Patriots Annex, LLC

October 5, 2017, the State Fiscal Accountability Authority (the Authority) approved a lease agreement between Patriots Point Development Authority (PPDA) and Patriots Annex, LLC. The approval required PPDA to submit a report to the Authority each year prior to March 31 regarding the status of the proposed lease. The attached report, dated March 19, 2026, provides an update on the status of the development.

AUTHORITY ACTION REQUESTED:

Receive as information the report from Patriots Point Development Authority updating the status of the Patriots Annex development.

ATTACHMENTS:

03/19/2026 - Letter from Allison Hunt, Executive Director, PPDA

PATRIOTS POINT
NAVAL & MARITIME
MUSEUM

March 19, 2026

Mr. Grant Gillespie
Executive Director
State Fiscal Accountability Authority
P. O. Box 12444
Columbia, SC 29211

Dear Mr. Gillespie,

The State Fiscal Accountability Authority approved a lease agreement between Patriots Point Development Authority and Patriots Annex LLC on October 5, 2017. The attached report provides an update on the status of this development. This same report has been submitted to the Joint Bond Review Committee. The report is in the format previously provided by JBRC with our updates annotated after each item.

Sincerely, .

Allison Hunt
Executive Director

cc:
Mr. Wayne Adams, Interim Chairman, PPDA Board of Directors (via E-mail)
Mr. William Craver, Esq., PPDA Legal Counsel (via E-mail)
Mr. Terry Ansley, PPDA Director of Property Manager, (via E-mail)

Annual Report to JBRC and SFAA
Lease Between Patriots Point Development Authority and Patriots Annex, LLC
(as of March 2026)

I. Financial Information

A. A report concerning the amount of Rent generated by the Lease in the prior 12 months, including:

(1) The amount of Minimum Rent received; and

(2) The amount of Percentage Rent received, broken down into the various categories of Percentage Rent. The Percentage Rent will be further broken down to show how much Percentage Rent is being generated by each improvement on the property

(3) PPDA's use/expenditure of the revenue received in the prior 12 months, including carry-forward balances.

PPDA Response: In accordance with the provisions of the Lease and applicable time tables, monthly rent payments have been due and payable for the last 12 months. Minimum Rent and Additional Rent due in the 12 months from April 2025 through March 2026 total $1,283,563.41, all of which has been paid at the time of this report. Monthly Rent in this stage of the Lease is Minimum Rent based on Fair Market Rent with no Percentage Rent being payable until the applicable percentages of Gross Sales from the Premises exceed Minimum Rent. At this point, the only Gross Sales are parking revenues, and percentage rents generated by Gross Sales do not exceed Minimum Rent. The lone exception is rent being paid on the designated Temporary Parking Lot. Rent for the Temporary Parking Lot is based on 67% of parking fees received. All Rents received by PPDA under the Lease with Patriots Annex, LLC are being used in the general budget for ongoing Patriots Point operations and ship maintenance.

B. A projection of the Rent PPDA expects the Lease to generate in the next 12 months.

PPDA Response: Per the terms of the Lease, rent is currently being paid at 80% of Fair Market Rent (FMR) for the year October 5, 2025 through October 4, 2026. FMR was pre-determined through formal appraisals and is adjusted annually with CPI increases. For the 6-month period April 1 – September 30, 2026, rent will be due at a rate of $77,267.73 per month. On October 1, 2026, Fair Market Rent will be increased by the change in CPI, anticipated to be approximately 2.5%. Minimum Rent for the period October 1, 2026 – September 30, 2027 will be paid at 90% of Fair Market Rent. The resulting monthly payments of $89,099.35 will be due for the 6-month period October 1, 2026 – March 31, 2027. Rent generated through fee-sharing for the Temporary Visitor Parking Lot is estimated to be approximately $31,460.41 per month. The combined total rent expected to be received over the 12-month period April 1, 2026 – March 31, 2027 is estimated to be $1,375,726.57. (This is Base Minimum Rent solely from current Patriots Annex acreage comprised in Premises and parking for rent calculation)

C. An estimate of the local and state tax revenue generated by the activity on the Premises during the prior 12 months.

PPDA Response: No revenue-producing Gross Sales have occurred on the Premises that would generate sales or hospitality taxes. Property taxes have been paid in the amount of $23,010.00, along with Storm Water Fees of $4,950.37 and Solid Waste Disposal Fees of $1,430.00, all for the period January 1, 2025 – December 31, 2025.

D. An estimate of the number of people employed by the businesses operating on the Premises.

PPDA Response: Five employees are associated with Palmetto Parking with parking operations.

II. Development

A. An overview of the current Master Plan (or Conceptual Master Plan if no Master Plan is in place yet), including any subdivision of the Premises approved by PPDA in the prior 12 months.

PPDA Response: The Conceptual Master Plan that was prepared in accordance with the Lease and unanimously approved by the PPDA Board on March 15, 2019 was amended and approved unanimously by the PPDA Board on October 30, 2024. No subdivision of the Premises occurred.

B. The status of each project shown on the Master Plan (or Conceptual Master Plan), including:

(1) The status of Mt. Pleasant and/or Charleston County approvals required to commence construction.

PPDA Response: The Town of Mount Pleasant has previously approved Waterfront Gateway District zoning, impact assessment, building heights within the Premises, a Development Agreement, and a fee-in-lieu-of-taxes agreement for elements of the Conceptual Master Plan. Patriots Annex, LLC has received final approval from Town of Mount Pleasant Design Review Board ("DRB") for the Conceptual Master Plan, the Master Infrastructure Plan, the Seafair Hotel, Seafair Retail Village, Grand Lawn and Grand Patriot Hotel. The infrastructure plan for the entire Master Plan, as well as all development phases include mixed uses of hotel, retail, restaurant, office and apartments.

(2) The status of any improvements currently under construction.

PPDA Response: Construction of a new visitor parking lot with the first 351 spaces was completed and put into operation on September 16, 2024. Simultaneously, the former Patriots Point visitor parking lot was designated as a Temporary Parking Lot and PPDA shares in parking revenue received for this Temporary Parking Lot. This work was a necessary first phase to make room for site work, infrastructure and the construction of buildings to follow.

(3) The status of any improvements completed and operational within the prior 12 months.

PPDA Response: None.

(4) Any change in the status of operating improvements.

PPDA Response: None.

(5) The status of any major repairs or renovations to improvements that required PPDA's approval in the prior 12 months.

PPDA Response: None.

C. An update concerning the Lease's various development-related deadlines.

PPDA Response: The "Lease Commencement Date" was October 5, 2017, when SFAA approved and signed the Lease.

The "Inspection Period" ended on January 17, 2020, when the final negotiated agreement with Charleston County was fully-executed.

The "Minimum Rent Commencement Date" was October 5, 2020.

The deadline for "Commencement of Construction" was January 17, 2023 and construction commenced in October, 2022.

D. Milestones expected in the upcoming 12 months.

PPDA Response: PPDA expects Patriots Annex, LLC to commence clearing and grading for the primary site encompassing the Conceptual Master Plan by April 2026 and begin new infrastructure work by June 2026. Construction of the first buildings is anticipated to begin in the first quarter of 2027.

E. An update concerning the PPDA improvements affected by the Lease, including:

(1) Any improvements vacated by PPDA in the prior 12 months.

PPDA Response: None.

(2) The status of any improvements currently being relocated or constructed.

PPDA Response: None.

(3) The status of any improvements, the relocation or construction of which was completed in the prior 12 months.

PPDA Response: None.

(4) An update concerning the various deadlines for PPDA to vacate or relocate its improvements affected by the Lease.

PPDA Response: PPDA continues to use a portion of the Premises for the operation and support of its museums and administrative functions. At Lease Commencement, the portions of the property used by PPDA for its operations were excluded from the Premises, and Patriots Annex, LLC is not responsible for paying rent with regard to that land. Patriots Annex, LLC's initial plans will include construction of infrastructure systems to support the overall development plan for Patriots Annex, LLC. Patriots Annex, LLC provided PPDA with a required notice of its intent to commence construction on December 1, 2025. This notice will require PPDA to vacate the Gift Shop Pavilion and relocate the specific uses within the building and that portion of the Premises within the next 14 months. The vacated parcel will be added to the leased Premises and minimum base rent will be due for the added parcel. Any relocation by PPDA to other portions of the Premises will cause those portions of the Premises to be deleted for rent purposes. PPDA and Patriots Annex, LLC are having ongoing dialogue regarding expectations for anticipated notices and property releases. Discussions include transition from the current Temporary Parking Lot to a newly designated Temporary Parking Lot, release of the current Temporary Parking Lot and Gift Shop Pavilion, as well as alternative locations and options for PPDA facilities.

Current Primary Landlord Facility. PPDA must vacate the Current Primary Landlord Facility within 60 days of the "Current Landlord Facility Vacancy Deadline" (CLFVD). The CLFVD is 3 months after the Commencement of Construction provided that 12 months notice has been given prior to the Commencement of Construction. Effectively, these terms allow 17 months to vacate the premises after Patriots Annex, LLC gives PPDA notice of the Commencement of Construction. Patriots Annex, LLC must give PPDA a 12-month prior notice of the anticipated date for commencement of construction and update this estimate quarterly. PPDA received the 12-month prior notice of the anticipated date for commencement of construction on December 1, 2025.

Pier Facility. PPDA's current pier facility is located at the head of the pier leading to the Yorktown. PPDA's new pier facility will be located in approximately the same location and will also include some of the land between the head of the pier and the PPDA's new primary facility. The Landlord Pier Boardwalk is the only new element of the PPDA's pier facilities. If the Conceptual Master Plan and the Master Plan include the Tenant Pier Boardwalk and the Landlord Pier Boardwalk, PPDA has 30 days from receipt of the notice of the anticipated date for the Commencement of Construction of the first phase of improvements to be constructed on the Premises to

commence the process required by South Carolina law for PPDA to obtain approval from the applicable State authorities for PPDA to construct the Landlord Pier Boardwalk. PPDA shall have constructed the Landlord Pier Boardwalk as of the later of (i) six (6) months after the Current Primary Landlord Facility Vacancy Deadline, (ii) twelve (12) months after PPDA receives approval for construction of the Landlord Pier Boardwalk, or (iii) a later date agreed to by PPDA and Patriots Annex, LLC to coordinate Landlord's construction of the Landlord Pier Boardwalk with Patriots Annex, LLC's construction schedule. PPDA has not received a 12-month prior notice of the anticipated date for commencement of construction.

PPDA's storage and maintenance facility and PPDA's Vietnam Support Base exhibit. These two facilities are going to be relocated onto a portion of Parcel 2A, most of which is currently subject to a conservation easement with South Carolina Department of Natural Resources. A recent agreement released a portion of Parcel 2A from the easement for use as a relocation site for the PPDA storage and maintenance facility as well as the PPDA Vietnam Experience. There has been no change in the prior 12 months.

PPDA's personnel parking and PPDA's visitor parking. Patriots Annex, LLC completed construction of the first 351 spaces of a new visitor parking lot and took possession of the Current Visitor Lot site designating it as the Temporary Visitor Parking Lot. The PPDA personnel parking area will be relocated to a portion of Parcel 2A that has been released from the conservation easement. The relocation of the PPDA personnel parking has not yet commenced though the location has been designated.

III. Legal/Miscellaneous.

A. An overview of any Sublease or Subparcel Sublease transfers that have occurred in the prior 12 months.

PPDA Response: None.

B. An overview of any tenant equity interest transfers that have occurred in the prior 12 months.

PPDA Response: None.

C. Any changes in the status of the Conservation Easement or the Federal Land Water Conservation Fund restrictions.

PPDA Response: None.

D. Any update concerning all loans secured by the leasehold estate.

PPDA Response: No loans are currently in place.

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 16, 2026 ITEM NUMBER 13

AGENCY: Clemson University

SUBJECT: Not Exceeding $153,000,000 of Clemson University Higher Education Revenue Refunding Bonds

The Authority is asked to adopt a resolution making provision for the issuance and sale of not exceeding $153,000,000 of Clemson University Higher Education Revenue Refunding Bonds.

The proceeds of the bonds will be used for the purposes of: (i) refunding the outstanding maturities of the $191,000,000 original principal amount Clemson University, South Carolina Higher Education Revenue Bonds, Series 2015B subject to optional redemption on and after May 1, 2026 (the "Refunded Bonds"); and (ii) paying the costs of issuance of the Series 2026 Bonds.

AUTHORITY ACTION REQUESTED:

Adopt a resolution making provision for the issuance and sale of not exceeding $153,000,000 of Clemson University Higher Education Revenue Refunding Bonds.

ATTACHMENTS:

5/12/2026 Pope Letter; SFAA Resolution; NDIF

POPE FLYNN
GROUP

Pope Flynn, LLC
1411 Gervais Street, Suite 300
Post Office Box 11509 (29211)
Columbia, SC 29201

MAIN 803.354.4900
FAX 803.354.4899
www.popeflynn.com

May 12, 2026

Mr. Delbert H. Singleton, Jr.
Assistant Executive Director and Authority Secretary
South Carolina State Fiscal Accountability Authority
1333 Main Street, Suite 700
Columbia, South Carolina 29201

Re: Not Exceeding $153,000,000 Clemson University Higher Education Revenue Refunding Bonds

Dear Delbert:

On behalf of Clemson University, in connection with the authorization of the above referenced bonds (the "Bonds"), and in anticipation of the South Carolina State Fiscal Accountability Authority (the "Authority") meeting scheduled for June 16, 2026, we respectfully enclose the following for consideration by the Authority:

1. A copy of a bond resolution dated December 1, 1997, of the Board of Trustees of the Clemson University (the "University") providing for the issuance of revenue bonds of Clemson University;

2. A copy of a series resolution adopted by the Board of Trustees of the University on April 24, 2026, authorizing the issuance of the Bonds;

3. A proposed form of opinion of Bond Counsel;

4. An executed opinion of Pope Flynn, LLC relating to the sufficiency of the proceedings and information submitted to the Authority in connection with its consideration of the approval of the Bonds;

5. A Bond Summary;

6. A proposed form of resolution of the Authority (an electronic copy is being provided contemporaneously with this letter); and

7. An executed Bond Transmittal Form.

The University will provide the Office of State Treasurer with copies of the Bond Counsel Selection Form and the New Debt Information Form (NDIF) – Initial Form contemporaneously with this submission. Please let us know should you require anything further or if you have any questions regarding the enclosed.

Best regards,

Gary T. Pope, Jr.

Enclosures

cc: Rick Petillo, Clemson University
Kevin O'Brien, Office of State Treasurer

OFFICE OF STATE TREASURER

New Debt Information Form (NDIF) - Initial Form

SFAA Approval Date: 06/16/26 Final Version Date: 00/00/00

1. AGENCY/ISSUER & FINANCING INFORMATION

Agency #: H12 Issuer: Clemson University Series: 2026

Borrower (if not Issuer):

Bond Caption: Higher Education Revenue Refunding Bonds

Bond Resolution Amount: $153,000,000.00 Est. Production/Par Amt: $151,902,939.55

(Used to calculate initial COI percentages; STO bond issues must use Par Amt *)*

Final Production/Par Amt:

Submitted By:

ENTITY	Clemson University
BY:	Rick Petillo
ITS:	SVP and Chief Financial Officer
Tel:	864-656-2591
Email:	rpetill@clemson.edu

Transaction Type/Method of Sale:

X	Public Offering:	Competitive:		Negotiated:	X
	Direct Placement:	Competitive:		Negotiated:	
	Governmental Loan/Governmental Purchaser				
	Other:				

MSRB (EMMA) Continuing Disclosure Requirement (Y/N): Y

MSRB (EMMA) Continuing Disclosure Responsible Party: Clemson University

2. FINANCING (NEW PORTION)

Project #: Project Name:

Project Address/Location: Amount:

Project Type: County:

Projected Avg Interest Rate: Final Maturity:

3. FINANCING (REFUNDED PORTION)

Series to be Refunded	Refunded Maturities	Principal Refunded	IR of Refunded Bds	Est. Yield of Refunding Bds	Est NPV Svgs. ($)	Est NPV Svgs. (% of Ref. Bds)
2015B	2027-46	$ 150,905,000.00	3.83%	3.44% (TIC)	$ 4,600,544.00	3.00%
		$			$	
		$			$	
	Total	**$ 150,905,000.00**	*********	*********	**$ 4,600,544.00**	

4. FINANCING WORKING GROUP

Financial Advisor:	PFM Financial Advisors, LLC	Disclosure Counsel:	Howell Linkous & Nettles, LLC
Bond Counsel:	Pope Flynn, LLC	Issuer's Counsel:	Chip Hood
Underwriter:	Morgan Stanley & Stifel	Trustee:	Office of State Treasurer
Paying Agent:	US Bank	Other:	N/A

5. FINANCING/PROJECT DESCRIPTION

(Briefly, explain the financing/project, the anticipated costs, & the basis for these cost estimates. Use an attachment if needed)

The bonds will provide proceeds necessary to effect a refunding of the University's $191,000,000 original principal amount Higher Education Revenue Bonds, Series 2015B, which are currently callable without penalty. The Series 2015B Bonds financed the Douthit Hills Project. Costs of issuance of the bonds assume a standalone issuance and are calculated at the anticipated par amount of the bonds in accordance with the approved fee schedule for counsel, published schedules of rating agencies, past experience, and to take into account that certain items may not be known until the pricing of the bonds and will vary with market conditions. The Office of State Treasurer may issue the bonds as part of a larger transaction to reduce costs if appropriate. Interest rates shown are 54 basis points lower than current market rates and represent a level at which 3% NPV savings may be acheived. The University would not anticipate moving forward with a transation with less than 3% NPV savings and will monitor market conditions to determine an opportune time to issue.

6. FINANCING/PROJECT APPROVAL DATES

Financing Approvals		Notes:
Issuer/Borrower Approval:	04/24/26	Complete
JBRC Approval:	N/A	N/A
SFAA Approval:	06/09/26	Proposed

Project Approvals - Phase II (State Entities Only)		Notes:
Issuer/Borrower Approval:		
JBRC Approval:		
SFAA Approval:		

7. TAX AND ARBITRAGE MATTERS & SPEND DOWN SCHEDULE

	Yes	No
a. Is any portion of the project, once completed, to be managed by a third-party pursuant to a management contract? (if yes, please attach copy)		X
b. Will any third-party payments (from support organizations, private entities or the federal government) related to the facility, however indirectly, be used to pay debt service on the bonds?		X

c. If yes to any of the above, please provide a square footage and cost estimate of the portion affected.

Sq. Footage -

Cost Estimate -

	Bond Proceeds	FYE	Spend Down Schedule Notes
Est. Expenditures - Through 6 Months	$ 153,047,610.22	6/30/2027	Redeem callable Series 2015B Bonds and costs of issuance.
Est. Expenditures - Through 12 Months			
Est. Expenditures - Through 18 Months	$		
Est. Expenditures - Through 24 Months	$		
Est. Expenditures - Through 36 Months	$		
Est. Expenditures - Through 48 Months	$		
- Estimated Expenditures: Thru FY:	**$ 153,047,610.22**		

8. ESTIMATED/ACTUAL PROJECT SOURCES AND USES

Sources	Est. Project Budget (Sources)		Est. Project Budget (Uses)	Uses
(1) Bond Proceeds: (a) Par	$ 132,405,000.00			Project Fund
(b) Premium/Accr. Int.	$ 19,497,939.55		$	Capitalized Interest Fund
(2) Issuer/Borrower Contr.	$ 1,144,670.67		$	Debt Service Reserve Fund
(3) Debt Service Fund Trans.	$		$ 152,049,670.67	Redemption Price/Escrow Deposit
(4) Debt Service Reserve			$ 997,939.55	Cost of Issuance (Incl. UW Disc.)
Fund Contribution	$		$	Accrued Interest
(5) Other (Specify)				Rounding
Type -	$		$	Other
Type -	$		$	Other
(6) SCHFDA MFHRB Sources			$	Other
(a) LIHTC	$		$	Other
(a) State Housing TC	$		$	Other
(c) Owner's Equity/Other	$		$	Other
Total Project Sources	**$ 153,047,610.22**		**$ 153,047,610.22**	**Total Project Uses**
		Surplus/Deficit	**$ -**	

9. ESTIMATED/ACTUAL BOND COI EXPENDITURES *(** Added COI entities beyond the following need an attached description *)*

COI Entity	Selected COI Vendor	Vendor #	Engagement Date (w/Engagement Ltr Attached)	Est. Fee For Services	Act. Fee For Services	($ △)
Financial Advisor	LLC			$ 198,607.50	$	$ 198,607.50
Bond Counsel	Pope Flynn, LLC			$ 132,405.00	$	$ 132,405.00
Disclosure Counsel	Howell Linkous & Nettles			$ 66,202.50	$	$ 66,202.50
Issuer's Counsel	Chip Hood			$	$	$
Underwriter's Counsel	McGuire Woods			$ 33,101.25	$	$ 33,101.25
Transaction Counsel	N/A			$	$	$
Legal Expenses					$	$
				$	$	$
Rating Agency - S&P				$	$	$
Rating Agency - Moody's				$ 90,000.00	$	$ 90,000.00
Rating Agency - Fitch				$ 85,000.00	$	$ 85,000.00
Underwriter's Compensation	Morgan Stanley & Stifel			$ 331,012.50	$	$ 331,012.50
Registrar / Paying Agent	U.S. Bank National Assoc.			$ 15,000.00	$	$ 15,000.00
Auditor				$ 2,800.00	$	$ 2,800.00
Dissemination Agent	DAC			$ 2,500.00	$	$ 2,500.00
Verification Agent	Causey			$ 2,000.00	$	$ 2,000.00
Presentation	ImageMaster			$ 10,000.00	$	$ 10,000.00
Publishing					$	$
Escrow Agent				$ 10,000.00	$	$ 10,000.00
Contingency				$ 19,310.80	$	$ 19,310.80
Issuer's Fee	SC JEDA / SC SHFDA			$	$	$
				$ 997,939.55	**$**	**$ 997,939.55**

Est. / Actual COI Fees (% of Transaction):

Financial Advisor: % of Transaction	*0.13%*	*#DIV/0!*
Bond Counsel: % of Transaction	*0.09%*	*#DIV/0!*
Total Legal Costs: % of Transaction	*0.15%*	*#DIV/0!*
Rating Agencies: % of Transaction	*0.12%*	*#DIV/0!*

UW Comp: % of Transaction	0.22%	#DIV/0!
Other COI: % of Transaction	0.04%	#DIV/0!
Total COI: % of Transaction	**0.66%**	**#DIV/0!**

BOND TRANSMITTAL FORM

TO: Delbert H. Singleton, Jr., Authority Secretary
State Fiscal Accountability Authority
1333 Main Street, Suite 700 (29201)
P.O. Box 12444
Columbia, SC 29211

DATE: 5/12/2026

Submitted for SFAA Meeting on: 6/16/2026

FROM: Pope Flynn, LLC
1411 Gervais St., Suite 300
P.O. Box 11509
Columbia, SC 29211

RE: N/E $153,000,000 Clemson University Higher Education Revenue Refunding Bonds

Project Name: Refunding of Clemson University Higher Education Revenue Bonds, Series 2015B

Documents enclosed (executed original and two copies of each):

(ALL documents required for state law approval; A and C only for ceiling allocation only; must check J or K)

A. ☐ Petition
B. ☒ Resolution or Ordinance
C. ☐ Inducement Resolution or comparable preliminary approval
D. ☒ State Fiscal Accountability Authority Resolution and Public Notice *(original)*
Plus _____ copies for certification and return to bond counsel
E. ☒ Draft bond counsel opinion letter
F. ☒ Signed SFAA Reliance letter
G. ☐ DPH Certificate of Need (C.O.N.)
H. ☒ Bond Information Report OR Bond Summary
I. ☐ Processing Fee
Amount: $Click or tap here to enter text. *Check No:* Click or tap here to enter text.
Payor: Click or tap here to enter text.

Must check (J) or (K) below:

J. ☒ No Private Participant will be known at the time the Authority considers this agenda item.
K. ☐ This agenda item is accompanied by the applicable Private Party Disclosure form for each private participant.

Bond Counsel: Gary T. Pope, Jr.
Pope Flynn, LLC

By: _____
(Signature of Responsible Attorney)

Bond Summary
June 16, 2026 State Fiscal Accountability Authority Meeting
Not Exceeding $153,000,000 Aggregate Principal Amount of Clemson University, South Carolina Higher Education Revenue Refunding Bonds

A. Executive Overview

The Series 2026 Bonds. Clemson University (the "University" or "Clemson") is seeking approval from the South Carolina State Fiscal Accountability Authority (the "Authority") under the Higher Education Revenue Bond Act, Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act"), for the issuance of not exceeding $153,000,000 of Clemson University, South Carolina Higher Education Revenue Refunding Bonds, Series 2026 (the "Series 2026 Bonds"), the proceeds of which may be applied for the purposes of: (i) refunding the outstanding maturities of the $191,000,000 original principal amount Clemson University, South Carolina Higher Education Revenue Bonds, Series 2015B subject to optional redemption on and after May 1, 2026 (the "Refunded Bonds"); and (ii) paying the costs of issuance of the Series 2026 Bonds. The outstanding bonds under the Bond Resolution, the Series 2026 Bonds, and any Additional Bonds (as defined in the Bond Resolution) are issued by the University, on parity, from time to time for eligible purposes set forth in the Enabling Act (the "Bonds"). Approval from the Authority to issue the Series 2026 Bonds is required by Section 59-147-30 of the Enabling Act. In connection with the Series 2026 Bonds no volume cap allocation is requested and no federal loan or financing program is involved.

Project Originally Financed. The Refunded Bonds were issued to finance the Douthit Hills student housing complex, which provided approximately 1,700 beds, retail and dining facilities, recreation facilities, a bookstore, and offices.

B. Plan of Finance

1. Source of Funds and Collateral

Pledged Revenues. The University's Bonds issued pursuant to and for the purposes allowed under the Enabling Act are issued under a Bond Resolution adopted by the Board of Trustees of Clemson University (the "Board of Trustees") on December 1, 1997 (the "Bond Resolution"). The Bond Resolution provides that the Bonds are payable from, and are secured by a pledge of, the Net Revenues and Additional Funds ("Pledged Revenues"). The term Net Revenues means Gross Revenues less Operation and Maintenance Expenses, derived from operation of the Facilities. The Bond Resolution defines "Facilities" to mean all of the following facilities owned by the University and operated directly by the University or on its behalf to provide for the students, faculty or staff at the University: dormitories, apartment buildings, dwelling houses, and inns (excluding the residence of the President of the University and dormitories or other student dwelling quarters leased, but not owned or yet owned, by the University pursuant to a lease or any lease/purchase arrangement); bookstores and other stores operated by the University, including facilities for the sale of sundry items; dining halls and other food service facilities, including canteen and vending facilities; and parking and vehicle registration facilities (including all parking lots and buildings) and all furniture, furnishings and equipment therein, which are now owned by the University, or which may be acquired by the University for any of these purses; and shall include Additional Facilities (as defined herein). Where the context requires, the term "Facilities" shall include services provided in or by the Facilities but shall specifically exclude athletic department facilities which: (1) primarily serve varsity athletic teams of the University; and (2) are athletic facilities as defined in Section 59-119-920 of the Code of Laws of South Carolina 1976, as amended. The Board of Trustees has designated and approved the gross receipts from the "University Fee" as additional funds which are pledged to secure the Bonds, including the Series 2026 Bonds, which funds constitute the "Additional Funds" under the Bond Resolution. The "University Fee" is defined to mean the total academic fee imposed by the Board of Trustees and charged all persons in attendance at any regular or summer session of the University who are enrolled in any course

or class for which credit is given toward any degree offered by the University but not to include special student fees, tuition and matriculation fees. The Facilities and the University itself are revenue producing projects generating the Net Revenues and Additional Funds, respectively.

No Special Student Fees. No Credit of the State. *No Mortgage*. The University does not currently impose a Special Student Fee, and no such fee is currently contemplated, in connection with the payment of the Bonds. Neither the full faith and credit of Clemson University nor the State of South Carolina has been pledged to the payment of Higher Education Revenue Bonds. Further, no mortgage or lien has been or will be given on any real property of Clemson University.

2. Remedies

Remedies Against the State. Neither the Enabling Act nor the Bond Resolution provides for any remedies against the State of South Carolina in connection with the Bonds.

Remedies Against the University. The Enabling Act authorizes and the Bond Resolution provides for an array of remedies against the University in the event of a default in connection with covenants related to Bonds.

General Covenants and Rate Covenants

The University covenants and agrees in the Bond Resolution:

(1) That neither the Facilities, nor any part thereof, nor any of the income or revenues derived from the Facilities, have been or will be hypothecated, mortgaged, or otherwise pledged or encumbered, save and except as disclosed and provided for in the Bond Resolution; provided, however, that this provision shall not prevent the University from financing the acquisition of any item or items of equipment for or related to the Facilities, which financing is secured by a purchase money security interest or the equivalent thereof;

(2) That so long as there are any Bonds outstanding and unpaid, it will perform all duties with reference to the Facilities required by the Constitution and statutes of the State, including without limitation the Enabling Act, and the University thereby irrevocably covenants, binds and obligates itself not to pledge, mortgage or otherwise encumber the Facilities or any part thereof, or any revenues therefrom, except in the manner therein authorized, and it will not sell, lease or dispose of any portion of the Facilities, necessary or useful (as determined by the University) in the operation of the Facilities, except as therein provided until all Bonds shall be paid in full or unless and until provision shall have been made for the payment of all Bonds and the interest thereon in full;

(3) That it will permit so long as there are any Bonds Outstanding, any Bondholder to inspect the Facilities and all records and accounts thereof under reasonable terms and conditions and after reasonable notice has been given;

(4) That it will not make any use, and it shall not direct the Trustee and each fiduciary to make any use, of the proceeds of any Series of Bonds which Bonds were intended upon the issuance thereof to be exempt from federal income taxation, which, if such use had been reasonably expected on the date of the issuance of the Bonds of such Series, would have caused such Bonds or any other Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code");

(5) That, as to any Series of Bonds which were intended at the time of their issuance to be exempt from federal income taxation, it will take all actions required of it under the Code that are necessary to preserve the tax-exempt status of such Bonds, including without limitation, actions necessary to comply with all information reporting requirements and any obligation to rebate arbitrage earnings on the proceeds of such Bonds to the United States Government;

(6) That it will make all payments or deposits required under Articles VII (Establishment of Funds) and VIII (Disposition of Revenues) of the Bond Resolution in a timely manner;

(7) That it will, from time to time, forward to the Trustee, in writing, the name of the Chief Financial Officer and any designee of such Chief Financial Officer, together with a specimen signature of such individual; and

(8) That it will at all times prescribe and maintain rates and charges and thereafter collect such sums in accordance with such rates and charges for the Facilities or the use thereof which are reasonably expected to yield annual Net Revenues in the current Fiscal Year that equal at least one hundred percent (100%) of the Combined Annual Principal and Interest Requirement for all Bonds Outstanding in such Fiscal Year and, promptly upon any material change in the circumstances which were contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each Fiscal Year, shall review such rates and charges for the use of the Facilities and shall promptly revise such rates and charges as necessary to comply with the foregoing requirement. For each Fiscal Year, the Board of Trustees shall adopt an Annual Budget including amended schedules for such rates and charges for the use of the Facilities for such Fiscal Year which shall set forth in reasonable detail the estimated revenues and operating expenses of the Facilities for each Fiscal Year and which shall include appropriations, if any, for the estimated operating expenses of the Facilities for such period and the amount to be deposited during such Fiscal Year in the Improvement Fund. The Board of Trustees may at any time adopt an amended Annual Budget for the remainder of the then current Fiscal Year, or may delegate to the Chief Financial Officer the authority to revise rates and charges as may be necessary, in such a manner as may be consistent with State law.

Events of Default

The occurrence and continuance of any of the following is an "Event of Default" under the Bond Resolution:

(1) Payment of the principal of any Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption.

(2) Payment of any installment of interest on Bonds shall not be made when the same becomes due and payable.

(3) Payment of any installment of either interest or principal of any Junior Lien Bonds shall not be made when the same becomes due and payable or any other event of default shall exist with respect to any Junior Lien Bonds.

(4) The University shall for any reason be rendered incapable of fulfilling its obligations under the Bond Resolution.

(5) An order or decree shall be entered with the consent or acquiescence of the University, appointing a receiver, or receivers, of the Facilities, or of the revenues thereof, or any proceedings shall be instituted with the consent or acquiescence of the University for the purpose of effecting a composition

between the University and its creditors, or for the purpose of adjusting claims of such creditors pursuant to any Federal or State statute now or hereafter enacted, or if such order or decree having been entered without the consent or acquiescence of the University, shall not be vacated or discharged or stayed on appeal within 60 days after entry thereof, or if such proceedings having been instituted without the consent or acquiescence of the University, shall not be withdrawn or any orders entered shall not be vacated, discharged, or stayed on appeal within 60 days after the institution of such proceedings, or the entry of such orders.

(6) The University shall fail to operate the Facilities in an efficient and business-like fashion or shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in the Bond Resolution, and such default shall continue for 30 days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the University by any Bondholder, provided that in the case of default specified in this subparagraph, if the default be such that it cannot be corrected within 30 days, it shall not constitute an Event of Default if corrective action is instituted by the University within 30 days and diligently pursued until the default is corrected.

(7) The occurrence of an event of default on the part of the University under any reimbursement agreement with a provider of a surety bond, insurance policy, line of credit or letter of credit as permitted under the Bond Resolution.

The Bond Resolution further provides that the foregoing provisions of subparagraph (6) above are subject to the following limitations: If by reason of force majeure the University is unable in whole or in part to carry out its agreements contained in the Bond Resolution (other than the obligations on the part of the University contained in any of Article IV (Additional Bonds), Article V (Rates and Charges), Article VII (Establishment of Funds) and Article VIII (Disposition of Revenues) thereof), the University shall not be deemed in default during the continuance of such inability. The term "force majeure" means, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, tunnels or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the University. The settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the University, and the University shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the University unfavorable to the University.

Acceleration; Annulment

Upon the happening of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than 25% in aggregate principal amount of Bonds outstanding shall, by notice in writing to the University, declare all Bonds outstanding immediately due and payable. In the event of such declaration, the Bonds shall become and be immediately due and payable, anything in the Bonds or in the Bond Resolution to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment.

At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such delimit, or before the completion of the enforcement of any other remedy under the Bond Resolution, the

Trustee may annul such declaration and its consequences with respect to any Bonds not then due by their terms if:

(1) Moneys shall have been deposited in the respective Debt Service Funds sufficient to pay all matured installments of interest and principal (other than principal then due only because of such declaration) of all outstanding Bonds;

(2) Moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee;

(3) All other amounts then payable by the University under the Bond Resolution shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and

(4) Every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Additional Remedies

Upon the happening of any Event of Default, the Trustee may, and upon the written request of the Holders of not less than 25% in the aggregate principal amount of the Bonds outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall proceed forthwith to protect and enforce its rights and the rights of the Bondholders under the Bond Resolution by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to:

(1) Requiring the University to carry out its duties and obligations under the terms of the Bond Resolution and under the Enabling Act;

(2) Suit upon all or any part of the Bonds;

(3) Civil action to require the University to account as if it were the trustee of an express trust for the Bondholders;

(4) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; and

(5) Enforcement of any other right of the Bondholders conferred by law or by the Bond Resolution including the right to make proper application to a court of competent jurisdiction for the appointment of a receiver to administer and operate the Facilities. Such receiver shall be given full power to fix rentals and charges for the Facilities, sufficient to provide for the payment of principal of Bonds and the interest thereon, and for the payment of the expenses of operating and maintaining such Facilities, and to apply the income and revenues of such Facilities to the payment of principal of such Bonds and the interest thereon.

Regardless of the happening of an Event of Default, the Trustee, if requested in writing by the Holders of not less than 25% in aggregate principal amount of the Bonds then outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised by counsel shall be necessary or expedient:

(1) To prevent any impairment of the security under the Bond Resolution by any acts which may be unlawful or in violation of the Bond Resolution; or

(2) To preserve or protect the interests of the Bondholders, provided that such request is in accordance with law and the provisions of the Bond Resolution and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Holders of Bonds not making such request.

3. Limitations

Constitutional and Statutory Limitations. There are no constitutional or statutory limitations on the amount of outstanding Bonds.

Limitations under the Bond Resolution. The Bond Resolution limits the issuance of Additional Bonds, unless the University can demonstrate compliance with what is known as an "Additional Bonds Test" and upon compliance with certain other provisions of Bond Resolution, such as demonstrating no current defaults or covenant violations, and establishing the Bonds are being issued for a valid purpose. To meet the Additional Bonds test, for non-refunding bonds, Net Revenues and Additional Funds during the most recent Fiscal Year for which audited financial statements of the University are completed shall be certified by the Chief Financial Officer on the basis of such audited financial statements, must be not less than one hundred twenty percent (120%) of the maximum Combined Annual Principal and Interest Requirement on all Bonds Outstanding immediately prior to the issuance of such proposed Series of Bonds and on such proposed Series of Bonds. Such Net Revenues and Additional Funds may be adjusted to take into account certain forecasts regarding future revenues and expenditures. The Additional Bonds Test for refunding Bonds provides that such Bonds may be issued if debt service is lower on the refunding Bonds than on the Refunded Bonds, or if the University can comply with the Additional Bonds Test for new money Bonds.

C. Related Entities and Transactions

Related Entities. The Series 2026 Bonds would be issued directly by the University and purchased by Morgan Stanley & Co. LLC and Stifel, Nicholas & Company Incorporated (the "Underwriters") pursuant to a bond purchase agreement ("BPA"). There are no other related parties or related transactions.

Relationship of Parties. The relationship of the University and the Underwriters is that of counterparties to an arm's length commercial transaction as established by MSRB Rule G-17. Unlike the University's municipal advisor, the Underwriters have no fiduciary duty to the University or duty to act in the University's best interests, but must deal fairly with the University.

Overview of BPA. The purpose of the BPA is to establish the terms under which the Series 2026 Bonds will be sold to the Underwriters and will include usual and customary terms and conditions, and representations and warranties. The BPA will contain pricing information related to the Series 2026 Bonds and specifies at length the terms and conditions under which the Underwriters will purchase the Series 2026 Bonds, including the form or content of certificates relating to the absence of litigation and completeness and accuracy of disclosure, and the form or content of the opinions of bond counsel, disclosure counsel, underwriters' counsel, and counsel to the University. Should the University fail to meet the conditions in the BPA, the Underwriters are under no obligation to buy the Series 2026 Bonds, but may waive such noncompliance. The BPA also provides for numerous market-based and event-based circumstances under which the Underwriters may terminate the BPA without penalty. Recourse by the University against the Underwriters for nonperformance is limited and given the large number of caveats on performance by the Underwriters, likely impractical. Should an underwriter fail to perform a BPA without just cause, it would likely result in severe reputational and market position impact given the competitive market for municipal bond underwriters.

D. Other Resolutions; Custom and Practice; Oversight and Delegation

1. Authorizing Resolutions.

The Series 2026 Bonds are anticipated to be issued by the University pursuant to the Bond Resolution, a series resolution adopted by the Board of Trustees on April 24, 2026 (the "Series Resolution"); and an approving resolution to be considered by the Authority on June 16, 2026 (the "Authority Resolution"); and the Constitution and statutes of the State of South Carolina, including particularly Enabling Act. Bonds were last approved by the Authority under the Bond Resolution on June 10, 2025.

2. Custom and Practice.

No variation in custom or practice that requires Authority approval is requested, and no variation in custom or practice is anticipated, in connection with the Series 2026 Bonds.

3. Oversight and Delegation.

Other than certain approvals and determinations required of the State Treasurer in connection with the issuance of the Series 2026 Bonds and certain ongoing responsibilities consistent with his role as Trustee for the Bonds, no post-approval oversight is prescribed for Authority members or staff. The post-approval oversight duties of the State Treasurer are as follows, organized by section of the Bond Resolution or Series Resolution:

(1) Chief Financial Officer and the State Treasurer are authorized to:

(a) Effect issuance of Series 2026 Bonds (Series Resolution, § 3.03)
(b) Determine maturity schedule of Series 2026 Bonds, including split between serial and term bonds (Series Resolution, § 3.04)
(c) Determine terms of optional redemption and mandatory sinking fund redemption (Series Resolution, § 3.04)
(d) Set conditions relating to naming interest rates (Series Resolution, § 3.08)
(e) Approve the final form of Series 2026 Bonds (Series Resolution, § 3.12)
(f) Determine not to issue the Series 2026 Bonds in Book-Entry Form (Series Resolution, § 3.15)
(g) Determine whether to refund all or a portion of the Refunded Bonds and determine the maturities to be refunded in the case of a partial refunding of the Refunded Bonds (Series Resolution, § 3.17)
(h) Determine the amount of proceeds of Series 2026 Bonds necessary to effect the refunding of the Refunded Bonds (Series Resolution, § 4.01)
(i) Determine the manner of sale, including the form of notice of sale or bond purchase agreement (Series Resolution, § 5.01(a))
(j) In the context of a negotiated sale, approve the bond purchase agreement (Series Resolution, § 5.01(a))
(k) In the context of a public sale, award the Series 2026 Bonds (Series Resolution, § 5.03)
(l) Combine the Series 2026 Bonds with other Bonds of the University for sale and may be issued as a single or as multiple Series (Series Resolution, §§ 5.04 & 7.05)
(m) Appoint the Registrar and Paying Agent (Bond Resolution, §§ 15.13 & 15.14)

(2) State Treasurer is appointed as Trustee for the Series 2026 Bonds (Bond Resolution, §§ 2.02 & 15.01, Series Resolution, § 3.11)

(3) As custodian of the Facilities Operation and Maintenance Fund, Debt Service Fund, Debt Service Reserve Fund, and Construction Fund, invest and reinvest the money therein (Bond Resolution, §§ 7.03, 7.04, 7.06, & 7.07).

E. Key Borrowing Documents

(1) Bond Resolution
(2) Series Resolution
(3) Authority Resolution
(4) BPA

F. Debt Tables

1. Revenues Pledged to Pay Debt Service on Bonds

The Net Revenues and Additional Funds (as described in more detail in "Plan of Finance" above) are pledged to the payment of the Bonds and totaled $57,571,761 and $488,021,035, respectively, for fiscal year ended June 30, 2025. Bonds issued under the Bond Resolution are issued on a parity basis and equally entitled to Net Revenues and Addition Funds. See Exhibit A for a chart reflecting composite debt service on Bonds and expected savings after the issuance of the Series 2026 Bonds and Exhibit B for a chart reflecting expected debt service coverage on Bonds after the issuance of the Series 2026 Bonds.

2. New Revenue Generation/Savings

The refunding of the Refunded Bonds through the issuance of the Series 2026 Bonds is expected to result in annual savings of approximately $310,000 during the life of the Series 2026 Bonds, and total debt service savings of $6.2 million (Net Present Value (NPV) savings would total $4,600,544, or 3% of the Refunded Bonds). Note that these figures assume a True Interest Cost of 3.44%, which is 53 basis points lower than current market conditions. The University would not expect to move forward with a transaction that results in less than 3% savings and will monitor market conditions to determine an opportune time to refunding bonds for savings.

Note: All financial figures and projections included herein have been provided by either the University or Morgan Stanley. Pope Flynn, LLC has not independently verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness, or fairness of the financial figures and projections contained in this Bond Summary and exhibits hereto.

Prepared May 12, 2026 in connection with the June 16, 2026 State Fiscal Accountability Authority Meeting

Bond Counsel: Gary T. Pope, Jr.
Pope Flynn, LLC

By: _____
(Signature of Responsible Attorney)

Exhibit A

Clemson University, South Carolina
Higher Education Revenue Bonds - Debt Service

Fiscal Year	Existing Debt Service*	Debt Service On Authorized but Unissued Bonds	Debt Service on Proposed Bond Issue		Total Composite Debt Service	Savings from Refunding**
			Principal	Interest		
6/30/2026	$ 26,212,360	$ -	$ -	$ -	$ 26,212,360	$ -
6/30/2027	18,972,763	-	5,125,000	5,277,810	29,375,573	297,470
6/30/2028	20,962,013	-	4,170,000	6,364,000	31,496,013	310,951
6/30/2029	20,956,013	-	4,375,000	6,155,500	31,486,513	312,926
6/30/2030	20,954,013	-	4,595,000	5,936,750	31,485,763	313,676
6/30/2031	20,955,013	-	4,825,000	5,707,000	31,487,013	314,131
6/30/2032	20,958,013	-	5,065,000	5,465,750	31,488,763	311,481
6/30/2033	20,952,013	-	5,320,000	5,212,500	31,484,513	310,431
6/30/2034	20,951,513	-	5,585,000	4,946,500	31,483,013	311,431
6/30/2035	20,955,263	-	5,860,000	4,667,250	31,482,513	314,831
6/30/2036	20,962,013	-	6,160,000	4,374,250	31,496,263	310,981
6/30/2037	20,950,513	-	6,465,000	4,066,250	31,481,763	311,950
6/30/2038	20,955,513	-	6,790,000	3,743,000	31,488,513	312,200
6/30/2039	20,955,013	-	7,130,000	3,403,500	31,488,513	311,900
6/30/2040	21,223,013	-	7,485,000	3,047,000	31,755,013	311,400
6/30/2041	21,223,613	-	7,860,000	2,672,750	31,756,363	311,050
6/30/2042	21,218,213	-	8,255,000	2,279,750	31,752,963	311,250
6/30/2043	21,215,863	-	8,665,000	1,867,000	31,747,863	312,400
6/30/2044	21,215,763	-	9,095,000	1,433,750	31,744,513	314,850
6/30/2045	21,217,663	-	9,550,000	979,000	31,746,663	314,000
6/30/2046	15,665,263	-	10,030,000	501,500	26,196,763	310,500
6/30/2047	15,679,413	-	-	-	15,679,413	-
6/30/2048	15,674,763	-	-	-	15,674,763	-
6/30/2049	15,676,063	-	-	-	15,676,063	-
6/30/2050	15,676,863	-	-	-	15,676,863	-
6/30/2051	15,672,575	-	-	-	15,672,575	-
6/30/2052	15,675,250	-	-	-	15,675,250	-
6/30/2053	15,678,225	-	-	-	15,678,225	-
6/30/2054	12,485,000	-	-	-	12,485,000	-
6/30/2055	9,051,000	-	-	-	9,051,000	-
Totals	$ 570,900,569	$ -	$ 132,405,000	$ 78,100,810	$ 781,406,380	$ 6,229,812

* Does not include principal and interest on Refunded Bonds.

** Assumes a True Interest Cost of 3.44%, which is 54 basis points lower than current market conditions. Given such assumptions, the Net Present Value (NPV) savings would total $4,600,544, or 3% of Refunded Bonds. The University would not expect to move forward with a transaction that results in less than 3% savings. Figures above assume a premium bond structure with $19.5 million of premium, and total proceeds of approximately $152 million.

Exhibit B

Clemson University, South Carolina
Higher Education Revenue Bonds - Coverage

Fiscal Year	Composite Debt Service	FY25 Net Revenues to Debt Service	Ratio Based on FY25 Net Revenues	Pro Forma Net Revenues*	Total Pro Forma Net Revenues	Pro Forma Coverage Ratio
6/30/2026	$ 26,212,360	$ 57,571,761	2.20	$ -	$ 57,571,761	2.20
6/30/2027	29,375,573	57,571,761	1.96	686,000	58,257,761	1.98
6/30/2028	31,496,013	57,571,761	1.83	3,675,319	61,247,080	1.94
6/30/2029	31,486,513	57,571,761	1.83	3,675,319	61,247,080	1.95
6/30/2030	31,485,763	57,571,761	1.83	3,675,319	61,247,080	1.95
6/30/2031	31,487,013	57,571,761	1.83	3,675,319	61,247,080	1.95
6/30/2032	31,488,763	57,571,761	1.83	3,675,319	61,247,080	1.95
6/30/2033	31,484,513	57,571,761	1.83	3,675,319	61,247,080	1.95
6/30/2034	31,483,013	57,571,761	1.83	3,675,319	61,247,080	1.95
6/30/2035	31,482,513	57,571,761	1.83	3,675,319	61,247,080	1.95
6/30/2036	31,496,263	57,571,761	1.83	3,675,319	61,247,080	1.94
6/30/2037	31,481,763	57,571,761	1.83	3,675,319	61,247,080	1.95
6/30/2038	31,488,513	57,571,761	1.83	3,675,319	61,247,080	1.95
6/30/2039	31,488,513	57,571,761	1.83	3,675,319	61,247,080	1.95
6/30/2040	31,755,013	57,571,761	1.81	3,675,319	61,247,080	1.93
6/30/2041	31,756,363	57,571,761	1.81	3,675,319	61,247,080	1.93
6/30/2042	31,752,963	57,571,761	1.81	3,675,319	61,247,080	1.93
6/30/2043	31,747,863	57,571,761	1.81	3,675,319	61,247,080	1.93
6/30/2044	31,744,513	57,571,761	1.81	3,675,319	61,247,080	1.93
6/30/2045	31,746,663	57,571,761	1.81	3,675,319	61,247,080	1.93
6/30/2046	26,196,763	57,571,761	2.20	3,675,319	61,247,080	2.34
6/30/2047	15,679,413	57,571,761	3.67	3,675,319	61,247,080	3.91
6/30/2048	15,674,763	57,571,761	3.67	3,675,319	61,247,080	3.91
6/30/2049	15,676,063	57,571,761	3.67	3,675,319	61,247,080	3.91
6/30/2050	15,676,863	57,571,761	3.67	3,675,319	61,247,080	3.91
6/30/2051	15,672,575	57,571,761	3.67	3,675,319	61,247,080	3.91
6/30/2052	15,675,250	57,571,761	3.67	3,675,319	61,247,080	3.91
6/30/2053	15,678,225	57,571,761	3.67	3,675,319	61,247,080	3.91
6/30/2054	12,485,000	57,571,761	4.61	3,675,319	61,247,080	4.91
6/30/2055	9,051,000	57,571,761	6.36	3,675,319	61,247,080	6.77

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

I, the undersigned, Executive Secretary to the Board of Trustees of Clemson University, South Carolina, DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of the Bond Resolution adopted by said Board at a meeting duly called and held on December 1, 1997, at which meeting a majority of the members of said Board were present, and voted in favor of the adoption thereof, and such Resolution was duly adopted. Said Resolution has not been amended and remains in full force and effect.

That the original of said Resolution is duly entered in the permanent records of said Board, in my custody as such Secretary.

IN WITNESS WHEREOF, I have hereunto set my Hand this 26th day of August, 2003.

Executive Secretary to the Board of Trustees of Clemson University

RESOLUTION

PROVIDING FOR THE ISSUANCE AND SALE OF
REVENUE BONDS OF CLEMSON UNIVERSITY,
SOUTH CAROLINA,
AND OTHER MATTERS RELATING THERETO.

Approved by Board of Trustees of Clemson University, South Carolina
December 1, 1997

BOND RESOLUTION OF 1997

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BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CLEMSON UNIVERSITY, SOUTH CAROLINA IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01. Recitals and Statement of Purpose.

Incident to the adoption of this resolution (hereinafter, the "Bond Resolution") the Board of Trustees (the "Board of Trustees") of Clemson University, South Carolina (the "University") finds as a fact that each statement hereinafter set forth in this Article I is in all respects true and correct.

A. The Board of Trustees is a body politic and corporate of the State of South Carolina (the "State") and an institution of higher learning, having been established pursuant to the provisions of Act No. 166 of the General Assembly of the State of South Carolina for the year 1889, now codified as Chapter 119 of Title 59 of the Code of Laws of South Carolina, 1976, as amended (the "State Code").

B. Article X, Section 13, paragraph (9) of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution") provides that the General Assembly of the State of South Carolina may authorize any institution of the State to incur indebtedness for any public purpose payable solely from a revenue producing project or from a special source, which source does not involve revenue from any tax.

C. The University is under the management and control of the Board of Trustees, comprised in the manner prescribed by Section 59-119-40 of the State Code, as amended.

D. The general powers of the Board of Trustees are set forth in Section 59-119-50 of the State Code, as amended.

E. On May 7, 1996, Act No. 302, which amended Title 59 of the State Code by adding Chapter 147, entitled the Higher Education Revenue Bond Act (the "Enabling Act"), became law without the signature of the Governor of the State.

F. The Board of Trustees is authorized by the Enabling Act to issue, from time to time, revenue bonds of the University for the purpose of financing or refinancing in whole or in part the cost of the acquisition, construction, reconstruction, renovation and improvement of land, buildings and other improvements to real property and equipment for the purpose of providing facilities serving the needs of the University including, but not limited to, dormitories, apartment buildings, dwelling houses, bookstores and other stores operated by the University, laundry, dining halls, cafeterias, parking facilities, student recreational, entertainment and fitness related facilities, inns, conference and other nondegree educational facilities and similar auxiliary facilities of the University and other facilities which are auxiliary to any of the foregoing, excluding, however, athletic

department projects which primarily serve varsity athletic teams of the University. The University is also authorized to issue revenue bonds pursuant to the provisions of Article 9 of Chapter 119 of Title 59 of the State Code (authorizing Athletic Facilities Revenue Bonds) and thus all facilities and improvements financed pursuant to the authorizations set forth in said Article 9 also do not constitute Facilities as such are defined herein.

G. Prior to the enactment of the Enabling Act, the University had primarily raised the moneys necessary to construct and renovate those facilities described in the Enabling Act by the issuance of Auxiliary Facilities Revenue Bonds, Student and Faculty Housing Revenue Bonds and Parking Facilities Revenue Bonds. To such end, the University has heretofore issued and presently has outstanding the following issues (collectively, the "Refunded Bonds"):

1. the now outstanding $3,270,000 of an original issue of $4,000,000 Auxiliary Facilities Revenue Bonds, Series 1991, dated June 1, 1991 (the "Series 1991 Bonds");

2. the now outstanding $4,350,000 of an original issue of $14,865,000 Student and Faculty Housing Refunding Revenue Bonds, Series K, dated May 1, 1988 (the "Series K Bonds");

3. the now outstanding $5,850,000 of an original issue of $7,755,000 Student and Faculty Housing Revenue Bonds, Series L, dated June 1, 1989 (the "Series L Bonds");

4. the now outstanding $14,835,000 of an original issue of $14,840,000 Student and Faculty Housing Revenue Bonds, Series M, dated December 1, 1991 (the "Series M Bonds"); and

5. the now outstanding $455,000 of an original issue of $610,000 Parking Facilities Revenue Bonds, Series 1994, dated June 1, 1994 (the "Series 1994 Bonds").

H. The Board of Trustees has been advised that it is in the interest of the University to issue revenue bonds, in accordance with the provisions of the Enabling Act, which are payable from the revenues presently being used to separately pay and secure the payment of each of the issues of the Refunded Bonds and to not issue any additional bonds, notes or other evidences of indebtedness pursuant to the provisions of Act No. 456 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year, 1961, as amended, (authorizing Student and Faculty Housing Revenue Bonds), and Articles 5 and 7 of Chapter 119, Title 59 of the State Code (authorizing Auxiliary Facilities Revenue Bonds and Parking Facilities Revenue Bonds).

The Board of Trustees is cognizant of the fact that in order to follow such advice, it is necessary to redeem or legally defease by a plan of refunding (in advance of maturity or otherwise) the Refunded Bonds.

I. In addition, as of May 1, 1990, the Board of Trustees issued its $1,134,815 Student and Faculty Housing Revenue Note (Junior Lien) (the "Note"). Pursuant to the terms of the resolution which authorized the issuance of the Note (the "Note Resolution"), the Note is secured by the "Gross Revenues" remaining after the payment of costs of operation and maintenance of the "Facilities" and a statutory lien on the "Facilities", as such terms are defined in the Note Resolution. The Note bears interest at the rate of five and five-tenths percent (5.5%) per annum. The University has been advised that a marginal savings can be achieved by the issuance of a sufficient amount of refunding bonds pursuant to the terms of this Bond Resolution in order to prepay the Note. Moreover, since the payment of the Note is secured as set forth above, a prepayment of the Note will allow all Bonds issued under this Bond Resolution to be secured by a pledge of the Net Revenues (as hereinafter defined) of the Facilities (as hereinafter defined) subordinate to no other pledge of such Net Revenues except as provided for the Senior Lien Bonds, as such are defined and discussed hereinafter in this Section 1.01 and in Section 8.01 hereof.

J. In addition to the revenue bonds set forth in Paragraph (G) herein, the University also has outstanding the principal amount $8,100,000 of an original issue of $9,925,000 Plant Improvement Bonds, Series 1991, dated April 1, 1991 (the "Plant Improvement Bonds"). At the present time, the Board of Trustees has determined not to pledge as security to the payment of the bonds authorized by this Bond Resolution, the receipts from the Plant Improvement Fee authorized by the provisions of Act No. 1278 of the Act and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1970, as amended (authorizing Plant Improvement Bonds) and which provides the moneys to pay the Plant Improvement Bonds. However, the Board of Trustees may in the future decide to pledge such receipts in accordance with the provisions of Section 4.24 hereof and add to the definition of Facilities, set forth in Article II hereof, the permanent improvements so financed as permitted by the provisions of Section 4.25 hereof. In such event, such Plant Improvement Bonds would be refunded by the issuance of bonds authorized by the provisions of this Bond Resolution.

K. The bonds issued under the provisions of this Bond Resolution are payable solely from the Net Revenues (hereinafter defined) derived by the University from the operation, sale, lease, or other disposition of the Facilities (hereinafter defined) and the Additional Funds (hereinafter defined) of the University.

L. The Series K Bonds were issued pursuant to the provisions of Act No. 456 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1961, as amended, and in accordance with the provisions of Chapter 14, Title 11, Code of Laws of South Carolina, 1976, as amended, (the "Defeasance Act"), in order to advance refund and defease certain series of bonds of the University. Among the bonds advance refunded and defeased were the remaining installments of an original issue of $3,100,000 Student and Faculty Housing Refunding Revenue Bonds, Series I, of Clemson University, South Carolina, dated December 1, 1982 (the "Series I Bonds").

The Series I Bonds had been issued to advance refund and defease the outstanding installments of an original issue of $1,300,000 Student and Faculty Housing Revenue Bonds, Series C, of Clemson University, South Carolina, dated July 1, 1966, (the "Series C Bonds"), the outstanding installments of an original issue of $3,800,000 Student and Faculty Housing Revenue Bonds, Series F, of Clemson University, South Carolina, dated October 1, 1970, (the "Series F Bonds"), and the outstanding installments of an original issue of $1,100,000 Student and Faculty Housing Revenue Bonds, Series G, of Clemson University, South Carolina, dated October 1, 1972 (the "Series G Bonds").

M. The provisions of the Defeasance Act permit the establishment of a special irrevocable trust fund into which is deposited obligations of the United States or any of its agencies and moneys which will provide sums required to pay when due the principal and interest on bonds sought to be defeased. However, the resolutions of the Board of Trustees authorizing the issuance of the Series C Bonds, the Series F Bonds and the Series G Bonds, do not include similar net defeasance provisions. Thus, while the Series C Bonds, the Series F Bonds, and the Series G Bonds were economically defeased pursuant to the authority of the Defeasance Act by the issuance of the Series I Bonds, the liens securing each of these issues remain outstanding until such time as the principal and interest due on such issues are actually paid at their respective principal and interest payment dates. The Defeasance Act provides that any action taken pursuant to its provisions shall not impair the obligation or contract between an issuer and its bondholders and, that if for any reason a trust established pursuant to its provisions fails, the issuer shall forthwith effect the payment of the principal and interest due on its bonds as originally provided.

Due to the fact that the Series C Bonds, the Series F Bonds, and the Series G Bonds have been economically defeased but technically remain secured by the liens of the resolutions pursuant to which the same were issued, such bonds will herein be referred to as the "Senior Lien Bonds".

N. No obligations have been issued heretofore under the provisions of the Enabling Act.

Based on the foregoing, the Board of Trustees has determined to adopt this Bond Resolution for the purposes of refunding the Refunded Bonds and the Note, providing the vehicle pursuant to which Facilities may be financed and refinanced, including the issuance of additional bonds payable from the Net Revenues and Additional Funds, from time to time, and providing a mechanism for the ordering of pledges created to secure such bonds.

[End of Article I]

ARTICLE II

DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS

Section 2.01. Definition of Bond Resolution.

This Resolution, and any amendments or supplements hereto, may be hereafter cited and is hereinafter referred to as the Bond Resolution or the Resolution, and is the Resolution pursuant to which all bonds of the University, to be issued pursuant to the Enabling Act, shall be issued and secured, including bonds issued for the purpose of refunding, by exchange or otherwise, all or any of the outstanding bonds issued pursuant to the Enabling Act.

Section 2.02. Other Defined Terms.

The following are defined terms under this Resolution and shall for all purposes hereof have the meanings herein specified unless the context clearly requires otherwise:

"Accreted Value" shall mean the amounts set forth in or the amounts computed pursuant to a formula set forth in a Series Resolution authorizing the issuance of Bonds in the form of Capital Appreciation Bonds.

"Accountants" shall mean an independent firm of certified public accountants of suitable standing, or the Office of the Auditor of the State of South Carolina, which audits the books and accounts of the University relating to the Facilities.

"Additional Funds" shall mean any funds of the University designated and approved and set forth in, or as may be designated in the future by the Board of Trustees pursuant to Section 4.24 of this Resolution, in accordance with Section 59-147-110 of the Enabling Act.

"Annual Budget" shall mean the budget or amended budget for the operation of the Facilities prepared under the supervision of the Chief Financial Officer as a portion of the budget of the University adopted annually by the Board of Trustees for the ensuing Fiscal Year of the University.

"Annual Principal and Interest Requirement" shall mean, with respect to any particular Fiscal Year and to a Series of Bonds Outstanding, an amount equal to the sum of (1) all interest payable on such Series of Bonds during such period (other than amounts paid from proceeds of the Bonds as accrued interest or interest which has been capitalized in accordance with the terms of this Bond Resolution), plus (2) any Principal Installments of such Series of Bonds payable during such Fiscal Year; provided, however, with respect to any Principal Installment (whether maturing in such particular Fiscal Year or in a subsequent Fiscal Year) of a Series of Partially Amortizing Bonds, equalling 25% or more of the principal of such Series of Partially Amortizing Bonds, the amount of such Principal

Installment deemed to be payable during any Fiscal Year for purposes of determining Annual Principal and Interest Requirement shall be computed as if such Principal Installment were amortized from the date of issuance thereof over a period of twenty (20) years or the actual maturity of such Partially Amortizing Bonds, whichever is greater, on a level debt service basis at an interest rate equal to the rate borne by such Partially Amortizing Bonds on the date of calculation, except that if the date of calculation is within twelve (12) months of the actual maturity of such Partially Amortizing Bonds, the full amount of the Principal Installment payable at maturity (less any sinking fund established therefor and deposited with the Paying Agent/Trustee for such Bonds) shall be included in such calculation. For purposes of computing "Annual Principal and Interest Requirement," the rate of interest used to determine (1) above shall be a rate per annum equal to (a) with respect to any Series of Bonds which bear interest at a fixed rate or rates, the rate or rates of interest borne or to be borne by such Bonds, and (b) with respect to any Series of Variable Rate Bonds, the following methods shall determine the interest rate to be used:

(i) the actual rate on the date of calculation, or if the Variable Rate Bonds are not yet Outstanding, the initial rate (if established and binding),

(ii) if the Variable Rate Bonds have been Outstanding for at least twelve (12) months, the average rate over the twelve months immediately preceding the date of calculation (if such average rate exceeds the rate stated in (i) above); or

(iii) if the Variable Rate Bonds are not yet Outstanding and the initial rate is not yet established, then (1) if interest on the Variable Rate Bonds is intended by the University to be excludable from gross income under the applicable provisions of the Code, the Bond Buyer One Year Note Index (or comparable index if such is no longer published) published not earlier than one week prior to the sale date, or (2) if interest is not intended to be so excludable, the interest rate on Government Obligations with comparable maturities; provided, however, that if the One Year Note Index referred to in (1) above is no longer published, any reasonably equivalent nationally recognized index published for the periods in question may be selected by the Chief Financial Officer for use in its stead, and further provided that such rate under this (iii) shall not exceed the maximum rate permitted on the Variable Rate Bonds;

provided, however, that for purposes of any rate covenant measuring actual debt service coverage during a test period, Variable Rate Bonds shall be deemed to bear interest at the actual rate or rate per annum applicable during the test period.

"Authorized Investments" shall mean those investments authorized for investment of State funds under Section 11-9-660 of the State Code.

"Board of Trustees" shall mean the Board of Trustees of the University or any successor body.

"Bond Counsel" shall mean an attorney or firm of attorneys of recognized standing in the field of law relating to municipal, state and public agency financing.

"Bond Payment Date" shall mean the dates on which interest on any of the Bonds shall be payable or on which both principal and interest shall be payable on any of the Bonds, all as set forth in the Series Resolutions authorizing the issuance of the respective Series of Bonds.

"Bondholder" or "Holder", or any similar term, when used with reference to the Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or in the case of any Bonds issued in bearer form in accordance with Section 4.08(C) hereof, the holder of any such Bond.

"Bonds" shall mean any indebtedness payable from the Net Revenues and the Additional Funds, issued in accordance with the provisions of the Enabling Act, this Bond Resolution and a Series Resolution.

"Book-Entry Form" or "Book-Entry System" shall mean, with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in such Bonds may be transferred only through a book-entry, and (ii) physical Bonds in fully registered form are registered only in the name of a Depository or its nominee. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in such Bonds, when subject to the Book-Entry System.

"Business Day shall mean, except as set forth in a Series Resolution with respect to the Series of Bonds issued thereunder, any day other than a Saturday, a Sunday or a day on which banking institutions in the State or in the State of New York are required or authorized by law (including executive orders) to close.

"Capital Appreciation Bonds" shall mean Bonds that bear interest payable only at maturity or payable prior to maturity only on the redemption dates set forth in the Series Resolution authorizing the issuance of such Bonds and in the amounts determined by reference to the Accreted Value of such Capital Appreciation Bonds in accordance with the provisions of the Series Resolution authorizing the issuance of such Capital Appreciation Bonds.

"Chairman" shall mean the Chairman of the Board of Trustees. The term shall include the Vice Chairman or Acting Chairman whenever by reason of absence, illness or other reason, the person who is the Chairman is unable to act.

"Chief Financial Officer" shall mean the individual to whom the Board of Trustees has delegated the responsibility of supervising and maintaining records and accounts relating to the collection and disbursement of the revenues derived by the University from the operation and maintenance of the Facilities.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and under the Internal Revenue Code of 1954, as amended, and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

"Combined Annual Principal and Interest Requirement" shall mean, with respect to any particular Fiscal Year, the sum of the Annual Principal and Interest Requirements on all Bonds Outstanding.

"Counsel" shall mean an attorney duly admitted to practice law before the highest court of the State, who is not a full-time employee of the University or the State but may include the Office of the Attorney General of South Carolina.

"Date of Issue" shall mean that date established in any Series Resolution from which interest shall accrue on the Bonds of the applicable Series.

"Debt Service Fund" shall mean the fund so designated pursuant to a Series Resolution and designed to provide for the payment of the principal of and interest on a particular Series of Bonds issued pursuant to this Bond Resolution, as the same fall due, and as established pursuant to the provisions of Section 7.03 hereof.

"Debt Service Reserve Fund" shall mean the fund, if any, so designated pursuant to a Series Resolution and designed (1) to insure the timely payment of the principal of and interest on a particular Series of Bonds Outstanding and issued pursuant to this Bond Resolution, and (2) to provide for the redemption of such Series of Outstanding Bonds prior to their stated maturity, as established by the provisions of Section 7.04 hereof.

"Defeasance Act" shall mean Chapter 14 of Title 11 of the State Code, as amended from time to time.

"Depository" shall mean The Depository Trust Company, New York, New York, or other recognized securities depository selected by the University, which securities depository maintains a book-entry system in respect of the Bonds of any Series, and shall include any substitute for or successor to the securities depository initially acting as Depository.

"Depository Nominee" shall mean, as to any Depository, such Depository or the nominee of such Depository in whose name there shall be registered on the registration books maintained by any Registrar, the Bond certificates to be delivered to and immobilized at such Depository during the continuation with such Depository of participation in its Book-Entry System.

"Enabling Act" shall mean Act No. 302, which amended Title 59 of the State Code by adding Chapter 147, as the same may be amended from time to time.

"Facilities" shall mean all of the following facilities owned by the University and operated directly by the University or on its behalf to provide for the students, faculty or staff at the University, hereby designated by the Board of Trustees: dormitories, apartment buildings, dwelling houses, and inns excluding (1) the residence of the President of the University and (2) dormitories or other student dwelling quarters leased (but not owned or yet owned) by the University pursuant to a lease or any lease/purchase arrangement; bookstores and other stores operated by the University, including facilities for the sale of sundry items; dining halls and other food service facilities, including canteen and vending facilities; and parking and vehicle registration facilities (including all parking lots and buildings) and all furniture, furnishings and equipment therein, which are now owned by the University, or which may be acquired by the University for any of these purposes; and shall include those additional Facilities as may be added pursuant to Section 4.25 hereof. Where the context requires, the term "Facilities" shall include services provided in or by the Facilities but shall specifically exclude athletic department projects which (1) primarily serve varsity athletic teams of the University and (2) are athletic facilities defined within Section 59-119-920 of the State Code.

"Facilities Operation and Maintenance Fund" shall mean the fund, account or accounts to be established and maintained by the University, pursuant to Section 7.02 hereof, in such fashion as to reflect adequately all of the receipts and revenues derived from the operation of the Facilities and all interest and other income earned by the University in connection with the operation of the Facilities. The Facilities Operation and Maintenance Fund shall also be the Fund from which all Operation and Maintenance Expenses of the Facilities are paid.

"Fiscal Year" shall mean the period of twelve (12) calendar months, beginning on July 1 of each year and ending with June 30th of the succeeding year, unless the same shall have been changed by the University pursuant to the authorization of Section 3.01 hereof.

"Fitch" shall mean Fitch Investors Service, L.P., and its successors.

"General Assembly" shall mean the duly constituted legislature of the State of South Carolina.

"Government Obligations" shall mean and include direct noncallable general obligations of the United States of America or noncallable obligations, the payment of principal of or interest on which is fully and unconditionally guaranteed by the United States of America.

"Gross Revenues" shall mean

a. all receipts and revenues, including fines and commissions, derived from the operation of the Facilities (including any rents or other fees received in connection with the Facilities not operated directly by the University),

b. all proceeds from the sale or other disposition of any property owned directly or beneficially by the University in connection with the operation of the Facilities, and

c. all interest and other income received directly or indirectly from the investment of any moneys or accounts relating to the Facilities; excluding, however, investment income restricted to a purpose inconsistent with the payment of operating expenses or debt service and specifically excluding (if so provided by any Series Resolution) interest earned on any construction fund or construction account created with the proceeds of borrowing by the University.

"Improvement Fund" shall mean the fund herein so designated and designed to provide for contingencies, for the replacement of depreciated or obsolete items of the Facilities and for improvements, expansions and renovations to the Facilities, as established pursuant to Section 7.05 hereof.

"Insurer" with respect to any Series of bonds, shall mean an insurance company that has written a Municipal Bond Insurance Policy covering such Series of Bonds.

"Junior Lien Bonds" shall mean any revenue bonds, notes or other obligations issued by the University and referred to in Section 6.01 hereof and which are secured by pledges of the Net Revenues and Additional Funds which are junior and subordinate in all respects to the pledges and liens made to secure Bonds.

"Moody's" shall mean Moody's Investors Service, Inc, and its successors.

"Municipal Bond Insurance Policy" shall mean any municipal bond insurance policy insuring the payment, when due, of the principal of and interest on a Series of Bonds.

"Net Revenues" shall mean for the period in question, Gross Revenues less Operation and Maintenance Expenses for the Facilities but there shall be excluded from the calculation made to determine Net Revenues:

(i) gains or losses on the sale or other disposition of investments of fixed or capital assets, which do not result from the ordinary course of business;

(ii) investment income restricted to a purpose inconsistent with the payment of operating expenses or debt service including (whether or not so restricted) interest earned on any construction fund or construction account created with the proceeds of borrowing by the University;

(iii) any amounts received by way of government grants or appropriations pertaining to the Facilities to the extent that such grants are not permitted by law or their terms to be pledged to secure the Bonds; and

(iv) any amounts paid for the Senior Lien Bonds as provided for in Section 8.01 hereof.

"Note" shall mean the $1,134,815 Student and Faculty Housing Revenue Note (Junior Lien) of Clemson University, South Carolina, dated May 1, 1990.

"Operation and Maintenance Expenses" shall mean for the period in question all expenses incurred in connection with the administration and operation of the Facilities, including, without limiting the generality of the foregoing, salaries, wages and employer contributions, costs of materials, supplies and insurance, costs of water, sewer and power, and such expenses as may be reasonably necessary to preserve the Facilities in good repair and working order, and to pay the fees and charges of the Trustee and the custodian or trustee of any fund, the Paying Agent, the Registrar, the costs of audits required hereunder, the costs of computation and payment of any arbitrage rebate, and the premiums for all insurance and fidelity bonds required by this Bond Resolution. Operation and Maintenance Expenses shall not include:

(a) depreciation allowances;

(b) amounts paid as interest on bonds;

(c) operational and maintenance expenses paid from the (a) receipts of government grants or (b) appropriations paid to the University by the General Assembly;

(d) amounts expended for extraordinary repairs to the Facilities; and

(e) the amortization of financing expenses, underwriting discounts, call premiums, gains or losses on the extinguishment of debt due to the refinancing of the same, and other related or incidental non-recurring expenses resulting from the issuance or refinancing of Bonds.

"Outstanding", when used with reference to the Bonds, shall mean, as of any date, all such Bonds theretofore or then being authenticated and delivered except:

I Bonds paid or redeemed and cancelled at or prior to such date;

(a) Bonds in lieu of or in substitution for which other Bonds shall have been executed and delivered;

(b) Bonds deemed to have been paid as provided in Article XVI hereof; and

(c) for purposes of any consent or other action to be taken by the Holders of a specified percentage of Bonds, Bonds held by, or for the account of, the University, or by any person controlling, controlled by or under common control with the University.

"Partially Amortizing Bonds" shall mean a Series of Bonds twenty-five percent (25%) or more of the principal payments of which are due in a single Fiscal Year, which portion of the principal is not required by the Series Resolution, providing for their issuance, to be paid by redemption prior to such maturity date.

"Paying Agent" shall mean the State Treasurer or any bank or trust company or other entity appointed from time to time as Paying Agent or Paying Agents in accordance with Section 15.14 hereof to serve as Paying Agent for one or more Series of Bonds issued hereunder.

"Principal Installment" shall mean, as of any date of calculation, (i) the aggregate principal amount of Outstanding Bonds stated to mature on a certain date, reduced by the aggregate principal amount of such Bonds which will be retired by reason of any mandatory sinking fund payment payable before such date, plus (ii) any mandatory sinking fund payment due on such certain date, together with the aggregate amount of the premiums, if any, applicable to such mandatory sinking fund payments, plus (iii) with respect to any Capital Appreciation Bonds required to be paid on such certain date, the Accreted Value as of such certain date of such Capital Appreciation Bonds; and in this latter respect, any reference to "principal" of Bonds in this Bond Resolution shall mean, with respect to Capital Appreciation Bonds, the Accreted Value of such Capital Appreciation Bonds.

"Record Date" shall mean the fifteenth (15th) day of the month immediately preceding each Bond Payment Date (or such other time or times as shall be prescribed for any Series by the applicable Series Resolution).

"Refunded Bonds" shall mean, collectively, all of the issues set forth in paragraph G of Section 1.01 hereof.

"Registrar" shall mean the State Treasurer or any bank or trust company or other entity appointed from time to time, as Registrar or Registrars, in accordance with Section 15.13 hereof to serve as Registrar for one or more Series of Bonds issued hereunder.

"Reserve Requirement" shall mean, as of any date of calculation, the debt service reserve requirement, if any, established by a Series Resolution with respect to a particular Series of Bonds.

"S&P" means Standard & Poor's Ratings Services, A Division of The McGraw-Hill Companies, Inc. and its successors.

"Secretary" shall mean the Secretary of the Board of Trustees. The term shall include the Acting Secretary or the Assistant Secretary whenever by reason of absence, illness or other reason, the person who is the Secretary is unable to act.

"Senior Lien Bonds" shall mean the following issues:

(1) the outstanding installments of an original issue of $1,300,000 Student and Faculty Housing Revenue Bonds, Series C, of Clemson University, South Carolina, dated July 1, 1966;

(2) the outstanding installments of an original issue of $3,800,000 Student and Faculty Housing Revenue Bonds, Series F, of Clemson University, South Carolina, dated October 1, 1970; and

(3) the outstanding installments of an original issue of $1,100,000 Student and Faculty Housing Revenue Bonds, Series G, of Clemson University of South Carolina, dated October 1, 1972.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided, regardless of variations in maturity, interest rate or other provisions.

"Series Resolution" shall mean a resolution of the Board of Trustees authorizing the issuance of a Series of Bonds pursuant to this Bond Resolution in accordance with the terms and provisions hereof, adopted in accordance with the provisions of Article IV hereof.

"State" shall mean the State of South Carolina.

"State Board" shall mean the State Budget and Control Board of South Carolina.

"State Code" shall mean the Code of Laws of South Carolina 1976, as amended from time to time.

"State Treasurer" shall mean the Office of the State Treasurer of South Carolina.

"Trustee" shall initially mean the State Treasurer but also may include a bank, trust company or financial institution serving in such capacity pursuant to the provisions of Article XV hereof.

"University" shall mean Clemson University, South Carolina.

"University Fee" shall mean the total academic fee imposed by the Board of Trustees and charged all persons in attendance at any regular or summer session of the University who are enrolled in any course or class for which credit is given toward any degree offered by the University but not to include special student fees, tuition and matriculation fees.

"Variable Rate Bonds" shall mean, for any period of time, any Bonds which during such period bear interest at a variable rate; provided that Bonds the interest rate on which has been fixed for the remainder of the term thereof shall no longer be Variable Rate Bonds.

Section 2.03. Interpretations.

In this Bond Resolution, unless the context otherwise requires:

(a) Articles, Sections and Paragraphs referred to by number shall mean the corresponding Articles, Sections and Paragraphs of this Bond Resolution.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, or other legal entities, including public bodies, as well as natural persons.

(c) The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this Bond Resolution refer to this Bond Resolution or Sections or Paragraphs of this Bond Resolution, and the term "hereafter" means any date after the date of adoption of this Bond Resolution.

(d) References to the payment of principal of Bonds shall be deemed to include payment of principal both at maturity, upon optional redemption and upon mandatory redemption pursuant to any sinking fund payment obligations.

[End of Article II]

ARTICLE III

FISCAL YEAR

Section 3.01. Establishment and Modification of Fiscal Year.

The Facilities shall continue to be operated on a Fiscal Year basis, which, until changed, shall commence on the first (1st) day of July of each calendar year and shall end on the thirtieth (30th) day of June of the next calendar year. The University may change the Fiscal Year from that now existing to a different consecutive twelve (12) month period.

[End of Article III]

ARTICLE IV

AUTHORIZATION OF BONDS

Section 4.01. Authorization for Bonds in Series.

(A) To the extent permitted by the Enabling Act and from time to time and for the purposes of:

(1) providing funds for the financing or refinancing of the costs of the acquisition, construction, reconstruction, renovation and improvement of land, buildings, and other improvements to real property and equipment for the purpose of providing Facilities;

(2) providing funds for the payment of any bond anticipation note or notes issued in order to defray the cost of providing new Facilities or renovating or improving existing Facilities and that were issued in anticipation of the issuance and sale of Bonds;

(3) refunding Bonds or other obligations, the proceeds of which were used to provide for new Facilities or the renovation or improvement of existing Facilities;

(4) funding any Debt Service Reserve Fund (including the purchase of a surety bond, letter of credit or similar instrument credited thereto in lieu of cash as provided herein) or restoring the value of the cash and securities in any Debt Service Reserve Fund to an amount equal to the applicable Reserve Requirement;

(5) capitalizing interest on the Bonds for such period of time as the Board of Trustees may determine; and

(6) paying costs of issuance of Bonds, including any credit enhancement therefor,

but subject to the terms, limitations and conditions herein, the University may authorize the issuance, from time to time, of Bonds in an unlimited amount by the adoption of a Series Resolution. The Bonds of any such Series may be issued and delivered upon compliance with the provisions of this Article. Except as set forth in Section 4.08(C) hereof, the Bonds of each Series shall be issued in fully registered form, without coupons. The Bonds shall, in addition to bearing the title "Revenue Bonds of Clemson University, South Carolina," or such other title as may be permitted by the Enabling Act, bear a letter or number Series designation as may be necessary to distinguish them from the Bonds of every other Series and shall designate the year in which the Series is issued. Bonds of any Series may be authorized to be issued, to the extent permitted by law, in the form of serial Bonds, term Bonds with or without mandatory sinking fund payments, Capital Appreciation Bonds, Partially Amortizing Bonds or such other forms of Bonds as may otherwise be permitted

by the Enabling Act and not inconsistent with the provisions of this Bond Resolution, or any combination of such forms.

(B) Each Series Resolution shall include a determination by the University to the effect that the issuance of such Series of Bonds is necessary to provide funds to be used and expended for the purposes set forth in Section 4.01(A) hereof. Each Series Resolution shall specify and determine:

(1) The Date of Issue of such Series of Bonds;

(2) The maximum authorized principal amount of such Series of Bonds, and the manner of determining the precise principal amount and the officials authorized to make such determination;

(3) The time for the payment of interest on the Bonds of such Series, the Record Dates, and the date or dates of maturity and the amounts thereof, or the manner of determining such dates and amounts and the officials authorized to make such determinations;

(4) The specific purposes for which such Series of Bonds are being issued, which shall be to provide funds for the purposes authorized by the Enabling Act and the Bond Resolution;

(5) The title and designation of the Bonds of such Series;

(6) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof or the official authorized to make such determinations;

(7) The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series including whether and on what terms there shall be entered by the University an agreement for any form of interest rate swap or similar transaction with respect to such Series;

(8) The portion of such Series that are serial Bonds and that are term Bonds and that are Partially Amortizing Bonds and that are Capital Appreciation Bonds (or other forms permitted by the Enabling Act and not inconsistent with the provisions of this Bond Resolution), if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Resolution to be paid for the retirement of any such Bonds, or the manner of making such designations and the officials authorized to make such designations;

(9) The redemption price or redemption prices and the redemption date or redemption dates and other terms of redemption (if any) applicable to any of the

Bonds of such Series for such payments, or the manner of determining such dates and prices and the officials authorized to make such determinations;

(10) The Trustee, the Registrar and Paying Agent, for such Bonds, and the escrow agent if such Bonds are refunding Bonds issued in advance of the date of maturity or redemption of the refunded bonds, or the manner of determining such Trustee, Paying Agent, Registrar and/or escrow agent;

(11) The form or forms of the Bonds of such Series;

(12) The manner of numbering and lettering, and the denomination or denominations, of the Bonds of such Series;

(13) Whether the Bonds of such Series shall be issued in book-entry form pursuant to Section 4.18 hereof;

(14) The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application;

(15) The determination of whether or not such Series of Bonds will be subject to a Reserve Requirement or the manner of determining whether or not a Reserve Requirement will be required and the manner of determining the method by which such Reserve Requirement, if any, will be satisfied;

(16) That the then applicable Reserve Requirements, if any, for all Series of Bonds Outstanding and for the proposed Series of Bonds, have been or will be met; and

(17) That a Debt Service Fund and, if then determined to be necessary by the Board of Trustees, a Debt Service Reserve Fund be established for the Series of Bonds, and that a construction fund be established if the proceeds of the Bonds of any Series are intended to be used for the construction, expansion or improvement of the Facilities.

Section 4.02. Conditions to Issuance of Bonds of a Series.

All Bonds shall be issued in compliance with the following provisions of this Section 4.02:

(1) Bonds shall be stated to mature and/or have mandatory or sinking fund redemptions on the dates, in the years and in the amounts prescribed or determined in the manner prescribed by the Series Resolution;

(2) Bonds shall bear interest at the rates and on the occasions prescribed or determined in the manner prescribed by the Series Resolution;

(3) Bonds shall be issued for a purpose or purposes set forth in Section 4.01(A)(1) through (6) hereof;

(4) There shall exist, on the occasion of the issuance of the Bonds, no default in the payment of the principal of or interest on any Bonds or Junior Lien Bonds then Outstanding;

(5) The University shall obtain an opinion of Bond Counsel to the effect that (a) this Bond Resolution and the applicable Series Resolution have been duly and lawfully adopted and are in full force and effect; (b) the Bonds have been duly and lawfully authorized and executed by the University and are valid and binding upon, and enforceable against, the University (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); (c) with respect to such Bonds, this Bond Resolution creates the valid pledge which it purports to create of the Net Revenues and Additional Funds subject to the application thereof to the purposes and on the conditions permitted by this Bond Resolution; and (d) upon the execution, authentication, and delivery thereof, such Bonds will have been duly and validly authorized and issued in accordance with this Bond Resolution;

(6) Unless on the date of delivery of such Series of Bonds there shall be on deposit in each Debt Service Reserve Fund, if any, an amount equal to the applicable Reserve Requirement immediately following the issuance of such Series of Bonds (whether in the form of cash or a qualified surety bond, letter of credit or similar instrument in lieu thereof in accordance with Section 7.04(D) hereof), there shall be deposited in the applicable Debt Service Reserve Funds, if any, such amounts or a qualified substitute in accordance with Section 7.04(D) hereof shall be provided, as is necessary, to make the value of the moneys and securities or such qualified substitute in such Debt Service Reserve Funds equal to the applicable Reserve Requirement, unless:

(a) the Series Resolution establishing the particular Debt Service Reserve Fund shall have provided for successive monthly payments beginning in the first month following the date of the issuance of the Bonds of any such Series in substantially equal monthly amounts (the "Monthly Series Payments") so that by the end of any period not exceeding the period of thirty-six (36) months from the date of issuance of such Series of Bonds there shall be in its Debt Service Reserve Fund an amount equal to its Reserve Requirement with respect to such Bonds;

(b) there shall be no unremedied defaults of any Monthly Series Payments required to have been made; and

(c) each Debt Service Reserve Fund is funded in an amount equal to its Reserve Requirement with respect to each Series of Bonds, other than Bonds issued pursuant to Series Resolutions described in (a) above;

(7) Except as provided in Paragraph (8) herein, and except in the case of the initial Series of Bonds issued pursuant to this Bond Resolution:

Net Revenues and Additional Funds during the most recent Fiscal Year for which audited financial statements of the University are completed shall be certified by the Chief Financial Officer on the basis of such audited financial statements to be not less than one hundred twenty percent (120%) of the maximum Combined Annual Principal and Interest Requirement on all Bonds Outstanding immediately prior to the issuance of such proposed Series of Bonds and on such proposed Series of Bonds. For purposes of this Section 4.02(7), such Net Revenues and Additional Funds may be adjusted to reflect (1) any rate or fee increases currently adopted and to be in effect prior to or coincident with the issuance of such proposed Series of Bonds and determined pro forma as though such rate increases had been in continuous effect during such recent Fiscal Year; (2) in the event proceeds of such proposed Series of Bonds will be used to pay interest on such proposed Series, one hundred percent (100%) of the interest that will accrue on such Series of Bonds during the first twelve (12) full months following the date of delivery of the proposed Series and that will be paid from such proceeds, provided, however, that any such interest accruing in such twelve (12) month period that is to be paid on a date within the Fiscal Year of maximum Combined Annual Principal and Interest Requirements shall not be so added into such Net Revenues and Additional Funds; (3) any amount allowed by subparagraph (2) of this Section 4.02(7) as an adjustment with respect to a previously-issued Series of Bonds if the proposed Series of Bonds is being issued prior to the end of the Fiscal Year in which capitalized interest on the previously issued Series of Bonds is exhausted;

(8) In the case of Bonds issued for the purpose of refunding any Bonds, either:

(a) The Annual Principal and Interest Requirements of the refunding Bonds shall not exceed the Annual Principal and Interest Requirements of the refunded Bonds until a time subsequent to the last maturity of Bonds not refunded and which remain Outstanding following the issuance of the refunding Bonds; or

(b) The University shall comply with the revenue test prescribed above.

(9) Except as to Bonds issued only for the purpose of refunding any Bonds, the University shall obtain an opinion of Counsel that the title to any tract of land to be acquired with any part of the proceeds of such Bonds shall be good and marketable, and will vest in the University either (a) a fee simple title, or (b) a leasehold estate, which shall extend at least one (1) year beyond the maturity date of the last maturing of the Bonds of such Series and the Bonds then to be Outstanding;

(10) If any Series of Bonds shall contain Variable Rate Bonds;

(a) The Series Resolution may provide for and specify a maximum interest rate on (i) such Bonds and (ii) any reimbursement obligation to a liquidity provider for such Bonds, it being here expressly provided that the obligation to pay any such reimbursement obligation shall be on a parity with the Bonds with respect to the pledge of the Net Revenues; and

(b) The liquidity provider for such Bonds shall be rated in either of the two highest short term rating categories by Moody's or S&P or Fitch;

(11) All amounts owing under a reimbursement agreement with any provider of a surety bond, letter of credit or similar instrument as contemplated under Section 7.04(D) hereof shall have been paid; and

(12) The issuance of the Bonds, if so required by the Enabling Act, shall have been reviewed and approved by the State Board.

Section 4.03. Reliance Upon Certificates Establishing Revenues.

Both the University and any purchaser of any Bonds shall be entitled to rely upon certificates of the Chief Financial Officer made in good faith, pursuant to any provision of this Article.

Section 4.04. Execution of Bonds.

(A) Unless otherwise permitted by the Enabling Act and prescribed by any Series Resolution, the Bonds shall be executed in the name of and on behalf of the University by the Chairman of the Board of Trustees, the corporate seal of the University shall be impressed or reproduced thereon and the same shall be attested by the Secretary of the Board of Trustees. Such officers may employ facsimiles of their signatures and of the seal. The Bonds shall be signed by a person holding office at the time the Bonds are printed and are ready for delivery.

(B) In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signatures or

facsimiles shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

Section 4.05. Authentication.

Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Registrar shall be entitled to any right or benefit under this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Resolution. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by any authorized officer of the Registrar.

Section 4.06. Medium of Payment.

The Bonds shall be payable with respect to principal, interest and premium, if any, in lawful money of the United States of America.

Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds.

In the event any Bond is mutilated, lost, stolen or destroyed, the University may execute and the Registrar may authenticate and deliver a new Bond of the same Series of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the University and to the Registrar evidence of such loss, theft or destruction satisfactory to the University and the Registrar together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the University may pay the same. The University and the Registrar may charge the Holder of such Bond with their reasonable fees and expenses in this connection.

Section 4.08. Transfer and Registry: Persons Treated as Owners.

(A) As long as any Bonds shall be Outstanding, the University shall cause books for the registration and for the transfer of Bonds to be kept. Such books shall be kept by the Registrar for each particular Series of Bonds at the corporate trust office of such Registrar. The transfer of each Bond may be registered only upon the registration books of the University kept by the Registrar for that purpose by the Holder thereof in person or by his duly authorized attorney upon surrender thereof and an assignment with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his duly authorized attorney. Upon the registration or transfer of any Bond, the Registrar will authenticate and deliver, subject to the provisions of Section 4.11 hereof, in the name of

the transferee, a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond.

(B) The University, the Trustee, the Paying Agent, if any, and the Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books of the University as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium (if any) and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and none of the University, the Trustee, the Paying Agent and the Registrar shall be affected by any notice to the contrary.

(C) Notwithstanding anything in paragraphs (A) and (B) of this Section to the contrary, Bonds may be issued from time to time as non-registered coupon bonds under the circumstances described in Section 4.19 hereof or Section 4.23 hereof or where, in the opinion of Bond Counsel, the Bonds may be so issued as federally tax exempt obligations.

Section 4.09. Date and Payment Provisions.

Each Bond of a Series shall bear interest from its date and shall be dated as of the interest payment date next preceding the date of its authentication, unless authentication shall be upon an interest payment date, in which case it shall be dated as of the date of its authentication, or unless authentication shall precede the first payment of interest on the Bonds of such Series, in which case it shall be dated as of the date provided in the Series Resolution as the initial dating of the Bonds of such Series; provided, however, that if at the time of authentication of any Bond, any interest on such Bond is in default, such Bond shall be dated as of the date to which interest on such Bond has been paid.

Section 4.10. Interchangeability of Bonds.

Bonds of a Series, upon surrender thereof at the office of the Registrar for the Bonds of such Series with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to Section 4.11 hereof, be exchanged for an equal aggregate principal amount of Bonds of such Series or any other authorized denominations having the same maturity date and bearing the same rate of interest of the Bonds surrendered.

Section 4.11. Regulations With Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the University shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled and destroyed and shall not be

reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the University. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse itself for any tax, fee or other government charge required to be paid with respect to such exchange or transfer. Neither the University nor the Registrar shall be required to issue, exchange or transfer (i) any Bond during the fifteen (15) days immediately preceding any Bond Payment Date, (ii) any Bond during a period beginning at the opening of business fifteen (15) days immediately preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of the notice of such redemption, or (iii) any Bonds called for redemption in whole or in part.

Section 4.12. Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds.

Upon the surrender of mutilated Bonds pursuant to Section 4.07 hereof, or Bonds paid or surrendered, the same shall be cancelled or destroyed by the Registrar and shall not be reissued. Any such cancellation shall be done in such fashion as to render such Bonds incapable of further negotiation or hypothecation. All Bonds so cancelled or destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution. Upon effecting such cancellation or destruction, the Registrar shall furnish appropriate certificates to the University and to the Trustee setting forth the disposition made of the Bonds so cancelled or destroyed.

Section 4.13. Notice of Redemption.

If any of the Bonds, or portions thereof, are called for redemption, the Trustee shall cause the Registrar to give notice to the Paying Agent and to the Holders of any Bonds to be redeemed, in the name of the University, of the redemption of such Bonds, or portions thereof. Notice of each redemption of Bonds is required to be mailed by the Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each registered owner of Bonds to be redeemed, at the address of such owner recorded on the registration books and to be otherwise given in accordance with, among others, the following requirements:

(1) notices must contain, at a minimum, the complete official name of the Bonds, CUSIP number, Bond numbers, principal amount of each Bond to be redeemed (if less than all), publication date, redemption date, redemption price, redemption agent's name and address with contact person and phone number, Registrar's name and address, date of the Bonds, interest rate, maturity date, the place or places where amounts due will be payable, and any other descriptive information deemed necessary by the Registrar;

(2) notices must be sent in the event of a Bondholder owning $1,000,000 of principal or more, to at least two national information services, and any Depository by certified mail--return receipt requested or at the request of such Bondholder, an overnight courier service; notices sent to any Depository must be sent so that such notice is received by such Depository at least two days prior to the mailing of such notices to Bondholders, in addition, any Bondholder holding in excess of $1,000,000 principal amount of Bonds may request the Registrar to send notices to any additional addressee specified;

(3) a second notice to registered owners of the Bonds must be mailed by the means specified above to any registered owner of Bonds who has not presented Bonds for redemption sixty (60) days after the redemption date;

(4) notice of redemptions effected by refundings must also be given in accordance with the above requirements at least thirty (30) days but no more than sixty (60) days prior to the actual redemption date; and

(5) CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all redemption payments and interest payments, whether by check or by wire transfer.

The failure of the Registrar to give notice to a Bondholder or any defect in such notice shall not affect the validity of the redemption of any other Bonds for which notice is properly given. Any Bondholder may waive notice of redemption by delivery of a written waiver to the Registrar.

Any Series Resolution providing for the issuance of Bonds consisting of contractual obligations not in the form of an instrument or providing for Bonds in bearer form may provide alternative methods for delivery of notice of redemption.

Provided sufficient funds for such redemption are on deposit with the Paying Agent, all Bonds so called for redemption shall cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding hereunder. If said money shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 4.14. Cancellation of Bonds Which Have Been Redeemed.

All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the University and the Trustee. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution.

Section 4.15. Selection of Bonds To Be Redeemed.

In the event that less than all of the Bonds of any Series are to be redeemed at the option of the University, Bonds to be redeemed shall be in such order of maturity as selected by the University. In the event of redemption of less than all of the Bonds of a Series of any maturity, the Bonds or portions of Bonds to be redeemed, shall be selected by lot by the Registrar. The portion of any Bond of a denomination which is larger than the minimum denomination for the Bonds of such Series shall be in the principal amount of such minimum denomination or a multiple thereof, and that, in selecting portions of such Bonds for redemption, the Registrar shall treat each such Bond as representing that number of Bonds of minimum denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by the amount of the minimum denomination; provided further that, if less than all of the beneficial interests in a Bond of a single maturity registered in the name of a Depository or a Depository Nominee are to be redeemed, the beneficial interests to be redeemed shall be selected by lot or in such manner as may be directed by the Depository. If there shall be drawn for redemption less than all of a Bond, the University shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, Bonds of the same Series in any authorized denomination.

Section 4.16. Purchase of Bonds.

The Trustee shall, if and to the extent practicable, purchase Bonds at the written direction of the University at such time, in such manner and at such price as may be specified by the University. The Trustee may so purchase Bonds with any money then held by the Trustee which is available for the redemption or purchase of Bonds and in excess of that set aside for the payment of Bonds called for redemption; provided, that the Trustee is provided with an opinion of Bond Counsel to the effect that such redemption or purchase complies with any limitations or restrictions on such redemption or purchase contained in this Bond Resolution.

Section 4.17. Security for Payment of Bonds: Priority of Pledge.

The Bonds shall be payable solely from, and are hereby declared to be secured by a pledge of the Net Revenues and Additional Funds. Such pledge securing the Bonds at all times and in all respects shall be and remain superior to pledges made to secure any other bonds or other obligations payable from the Net Revenues and Additional Funds, other than the pledges made to secure the Senior Lien Bonds, as provided in Section 8.01 hereof. All Bonds issued under the provisions of this Bond Resolution shall be on a parity, inter sesse. The Bonds shall not constitute an indebtedness of the University within the meaning of any provision, limitation or restriction of the Constitution or the laws of the State, other than those provisions authorizing indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license. The Bonds are not general obligations of the State.

Section 4.18. Bonds in Book-Entry Form.

Notwithstanding any other provision of this Bond Resolution with respect to the form of Bonds to the contrary, the University is hereby authorized to provide by Series Resolution for the issuance of one or more Series of Bonds solely in fully registered form registrable to a Depository, a Depository Nominee or the beneficial owner of the Bonds. The University is further authorized to provide by Series Resolution that such Series of Bonds shall be evidenced by one or more certificates or by a system of book entries in form satisfactory to the Chief Financial Officer and to provide for payment, redemption, notices and like provisions in a manner consistent with such system of registration.

Section 4.19. Bonds Issued as Taxable Obligations.

Notwithstanding anything in this Bond Resolution to the contrary, the University may from time to time, pursuant to one or more Series Resolutions, provide for the issuance of Bonds the interest on which may be includable in gross income of the Holders of such Bonds for federal income taxation purposes. In such event, such Bonds may be issued as coupon bonds, payable to bearer, as provided in the applicable Series Resolution. Such Series Resolution may provide for such rules and regulations with respect to the ownership, transfer and substitution of such Bonds as are necessary to accomplish the purposes consistent with the issuance of bearer obligations.

Section 4.20. Restriction on Optional Redemption.

Notwithstanding anything in this Bond Resolution to the contrary, no redemption of Bonds which is at the option of the University may be effected unless all amounts owing under a reimbursement agreement with any provider of a surety bond, letter of credit or similar instrument as contemplated under Section 7.04(D) herein shall have been paid in full.

Section 4.21. Waiver of Certain Provisions.

Notwithstanding anything in this Bond Resolution to the contrary, whenever all of the debt issued or all of the obligations incurred by the University under a Series Resolution are acquired by and are to be held to maturity by a single entity, that single entity, at its sole option, may waive any provision or requirement of this Bond Resolution that relates separately to the applicable Series of Bonds and is for the protection and benefit of such single entity only and not for the protection or benefit of any other Holder or Holders of Bonds; provided, however, that before any such waiver shall become effective, the University shall receive an opinion of Bond Counsel that such waiver will not adversely affect the security provided under this Bond Resolution to any other Holder or Holders of Bonds and will not adversely affect the excludability of interest on the Bonds from federal income taxation.

Section 4.22. Payments Due on Saturdays, Sundays and Holidays.

In any case where the Bond Payment Date or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of principal of, premium, if any, or interest on the Bonds need not be made on such date but may be made on the next succeeding business day which is not a Saturday, Sunday or legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 4.23. Bonds in Coupon Form.

If at any time after adoption of this Bond Resolution, the University shall receive an opinion of Bond Counsel to the effect that Bonds of any Series may be issued in coupon form payable to bearer without adversely effecting the tax-exempt status of the Bonds of such Series or the Bonds of any other Series and without the imposition of any penalty upon the University, then this Bond Resolution may be amended, without the consent of the Holders of any Bonds Outstanding, to provide for the issuance of coupon Bonds payable to bearer and to change or modify any of the provisions of this Bond Resolution that shall be inconsistent with the issuance of Bonds in such form.

Section 4.24. Additional Funds.

The Board of Trustees on behalf of the University hereby designates and approves as "Additional Funds" the gross receipts from the University Fee. In addition to the University Fee, the Board of Trustees reserves the right to designate other available funds, revenues and fees as "Additional Funds", the receipts of which are pledged to the payment of the Bonds authorized hereunder.

Section 4.25. Additional Facilities.

Notwithstanding anything in this Bond Resolution to the contrary, the University shall have the right from time to time to add other activities and facilities of the University (which at the date of adoption of this Bond Resolution were not included in the definition of Facilities hereunder) to the definition of Facilities hereunder, provided that:

(1) The Board of Trustees shall have determined that such activities are of a similar nature as are the Facilities expressly referred to in the Enabling Act;

(2) The Board of Trustees shall adopt an appropriate amendatory resolution to the Bond Resolution; and

(3) The University and the Trustee shall have received an opinion of Bond Counsel to the effect that such action to be taken under this Section is authorized under this Bond Resolution and the laws of the State and will not adversely affect the excludability of interest on the Bonds from federal income taxation.

[End of Article IV]

ARTICLE V

RATES AND CHARGES

Section 5.01. Rate Covenants.

(A) It is hereby determined that the rates and charges for utilization of the Facilities shall, until otherwise revised in accordance with this Bond Resolution, be as now established. Said rates and charges are hereby determined to be sufficient to meet the requirements of this Bond Resolution but shall be revised whenever necessary in order that the same shall at all times be maintained on a basis sufficient to meet the requirements of this Bond Resolution. In this connection, the University specifically covenants and agrees to maintain and collect rates and charges for use of the Facilities, which together with the receipts of Additional Funds shall at all times be sufficient:

(1) To provide for the payment of the expenses of administration and operation and such expenses for maintenance of the Facilities as may be necessary to preserve the same in good repair and condition;

(2) To maintain all Debt Service Funds and thus provide for the punctual payment of the principal of and interest on all Bonds that may from time to time hereafter be Outstanding;

(3) To maintain any Debt Service Reserve Fund at the level of its respective Reserve Requirement, in the manner prescribed herein or in the applicable Series Resolution;

(4) To provide for the payment of any Junior Lien Bonds that may from time to time hereafter be Outstanding;

(5) To provide a reserve for contingencies and for improvements, renovations and expansions of the Facilities other than those necessary to maintain the same in good repair and condition;

(6) To pay all amounts owing under a reimbursement agreement with any provider of a surety bond, letter of credit or similar instrument as contemplated under Section 7.04(D) hereof; and

(7) To discharge all obligations imposed by the Enabling Act and by this Bond Resolution.

(B) The University covenants and agrees that it will at all times prescribe and maintain rates and charges and thereafter collect such sums in accordance with such rates and charges for the Facilities or the use thereof which are reasonably expected to yield annual Net Revenues in the current Fiscal Year that equal at least one hundred percent

(100%) of the Combined Annual Principal and Interest Requirement for all Bonds Outstanding in such Fiscal Year and, promptly upon any material change in the circumstances which were contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each Fiscal Year, shall review such rates and charges for the use of the Facilities and shall promptly revise such rates and charges as necessary to comply with the foregoing requirement. For each Fiscal Year, the Board of Trustees shall adopt an Annual Budget including amended schedules for such rates and charges for the use of the Facilities for such Fiscal Year which shall set forth in reasonable detail the estimated revenues and operating expenses of the Facilities for each Fiscal Year and which shall include appropriations, if any, for the estimated operating expenses of the Facilities for such period and the amount to be deposited during such Fiscal Year in the Improvement Fund. The Board of Trustees may at any time adopt an amended Annual Budget for the remainder of the then current Fiscal Year, or may delegate to the Chief Financial Officer the authority to revise rates and charges as may be necessary, in such a manner as may be consistent with State law.

[End of Article V]

ARTICLE VI

JUNIOR LIEN BONDS; OTHER OBLIGATIONS; CLOSING OF RESOLUTIONS

Section 6.01. Right to Issue Junior Lien Bonds; Accession Thereof to Status of Bonds.

Notwithstanding that Bonds may be Outstanding, the University may, at any time, and without limitation and free of all conditions, issue Junior Lien Bonds, in such amount as it may from time to time determine, payable from the Net Revenues and Additional Funds; provided that the pledge of the Net Revenues and Additional Funds granted for the protection of said Junior Lien Bonds, shall at all times be subordinate and inferior in all respects to the pledges of such Net Revenues and Additional Funds made or authorized for the Bonds and provided, further, that the maturity of Junior Lien Bonds may not be accelerated and paid in full unless all of the Bonds shall have been paid or provision therefor has been made pursuant to Article XVI hereof.

By proceedings authorizing the issuance of Junior Lien Bonds, the University may provide for the accession of such Junior Lien Bonds to the status of Bonds provided all of the following conditions are met:

(1) The Junior Lien Bonds were issued for a purpose or purposes set forth in Section 4.01(A) hereof.

(2) There shall exist on the date of accession (a) no default in the payment of the principal of or interest on any Bonds or any Junior Lien Bonds then Outstanding and (b) no default in the performance of any duties required under the provisions of this Bond Resolution and (c) no amount owed by the University with respect to the full funding of a Debt Service Reserve Fund, either by way of cash or reimbursement of any other funding mechanism.

(3) The University shall obtain an opinion of Bond Counsel to the effect that (a) this Bond Resolution and the proceedings authorizing such Junior Lien Bonds have been duly adopted and are in full force and effect; (b) the Junior Lien Bonds have been duly and lawfully authorized and executed by the University and are valid and binding upon, and enforceable against, the University (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); and (c) this Bond Resolution creates the valid pledge which it purports to create of the revenues and of moneys and securities on deposit in any of the funds established hereunder subject to the application thereof to the purposes and on the conditions permitted by this Bond Resolution.

(4) There shall be on deposit on the date of accession in a Debt Service Reserve Fund, if any such Debt Service Reserve Fund is required by the resolution authorizing the Junior Lien Bonds, an amount equal to the Reserve Requirement

for such Junior Lien Bonds, considering such Junior Lien Bonds to be a Series of Bonds.

(5) There shall be deposited in the Debt Service Fund for such Series of newly-acceded Bonds the amounts which would have been required under the provisions of Section 8.04 hereof to be accumulated therein on the date of accession if said Junior Lien Bonds had originally been issued as Bonds.

(6) On the date of accession, the earnings tests prescribed by subparagraph 7 of Section 4.02 shall have been met.

(7) In the event such Junior Lien Bonds were issued with variable rates, the provisions of subparagraph (10) of Section 4.02 shall have been met.

Such Junior Lien Bonds may be further secured by any other source of payment lawfully available for such purpose.

Section 6.02. Closing of Resolutions.

In order to maintain the priority of the pledge granted by Section 4.17 hereof, the University covenants, agrees and confirms that it will issue no further bonds or other obligations pursuant to the provisions of "A Resolution Providing for the Issuance And Sale of Student And Faculty Housing Revenue Bonds of Clemson University, South Carolina, And Other Matters Relating Thereto," dated April 8, 1988; "A Resolution Providing For The Issuance And Sale of Auxiliary Facilities Revenue Bonds of Clemson University, South Carolina, and Other Matters Relating Thereto," dated June 5, 1991;
and "A Resolution Providing For The Issuance And Sale of Parking Facilities Revenue Bonds of Clemson University, South Carolina, and Other Matters Relating Thereto," dated March 15, 1994.

[End of Article VI]

ARTICLE VII

ESTABLISHMENT OF FUNDS

Section 7.01. Requirement for Special Funds.

For so long a time as any sum remains due and payable by way of principal or interest on the Bonds, the accounting system for the Facilities shall be so arranged as to reflect the following funds or accounts relating to the revenues of the Facilities and such funds or accounts shall be established and maintained, and deposits shall be made therein in the manner herein required.

Section 7.02. The Facilities Operation and Maintenance Fund.

(A) There shall be established and maintained by the University a fund or account designated as the Facilities Operation and Maintenance Fund. This account shall be so maintained as to accurately reflect Gross Revenues and Net Revenues.

(B) All Gross Revenues shall be deposited in accordance with and in the manner prescribed by Article VIII hereof into the Facilities Operation and Maintenance Fund. Money in the Facilities Operation and Maintenance Fund shall be withdrawn and made use of only in the manner and in the order of priority specified in Article VIII hereof. The Facilities Operation and Maintenance Fund is intended to provide for the payment of the Senior Lien Bonds, if necessary, and for the payment of all Operation and Maintenance Expenses.

(C) Withdrawals from the Facilities Operation and Maintenance Fund shall be made by the University in accordance, as nearly as practicable, with the Annual Budget then in effect.

Section 7.03. Debt Service Funds.

(A) There shall be established and maintained a Debt Service Fund for each Series of Bonds Outstanding. The Debt Service Funds are intended to provide for the payment of the principal of, premium, if any, and interest on the respective Series of Bonds as the same respectively fall due. Payments into such Funds shall be made in the manner prescribed by this Bond Resolution, including the applicable provisions of Article VIII hereof, and, except as herein provided, all money in the respective Debt Service Funds shall be used solely to pay the principal of, premium, if any, and interest on the Series of Bonds to which the same apply, and for no other purpose.

(B) The Debt Service Funds shall be kept in the complete custody and control of the Trustee and withdrawals from the Debt Service Funds shall be made only by the Trustee who shall transmit to the Paying Agent, if any, for payment to each Bondholder, at such times as may be appropriate, the sums required to pay the principal of, premium, if any, and interest on the respective Series of Bonds.

(C) Money in the Debt Service Funds shall be invested and reinvested by the State Treasurer in Authorized Investments. All earnings from the investments within a Debt Service Fund shall be added to and become a part of that Debt Service Fund, but shall be credited against payments that would otherwise be made to that Debt Service Fund pursuant to the provisions of Section 8.03 hereof.

(D) There may be established in any of the Debt Service Funds from time to time a capitalized interest account to provide for the payment of interest on the Bonds of the applicable Series. Any such account shall be created by the Series Resolution relating to the issuance of the Bonds of such Series. Any earnings from the investment of moneys in a capitalized interest account not required to pay interest on the Bonds of the applicable Series during the period for which interest on the Bonds of such Series is capitalized shall be deposited in the construction fund created by the Series Resolution relating to such Series of Bonds or, if such construction fund has been terminated or no such fund was created, such earnings shall be retained in the applicable Debt Service Fund.

Section 7.04. The Debt Service Reserve Funds.

(A) A Series Resolution may provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds Outstanding. Each such Debt Service Reserve Fund shall bear a number Series designation as may be necessary to distinguish such Debt Service Reserve Fund and shall, subject to the other provisions of this Bond Resolution, be maintained in an amount equal to the applicable Reserve Requirement, as determined pursuant to the Series Resolution so long as the applicable Series of Bonds shall be Outstanding. Each such fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds only, and to provide for the redemption of such Series of Bonds prior to their stated maturities. Notwithstanding anything in this Bond Resolution to the contrary, upon any shortfall of moneys in the applicable Debt Service Fund to pay principal of and interest on one or more Series of Bonds, the Trustee may in its discretion draw on the applicable Debt Service Reserve Fund, if any, to cover such shortfall. Money in each Debt Service Reserve Fund shall be used for the following purposes, and for no other, viz.:

(1) to prevent a default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that money in the applicable Debt Service Fund is insufficient for such purposes;

(2) to pay the principal of, interest on, and premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed (or defeased) as a whole; or

(3) to effect partial redemption of the applicable Series of Bonds; but subject to the restrictions of Section 4.20 hereof and, provided that subsequent to said partial redemption, the market value of the cash and securities in such Debt Service Reserve Fund, together with the value of any surety bond, insurance policy,

line of credit, or letter of credit used pursuant to Section 7.04(D) hereof in lieu of a deposit of money, shall be not less than its Reserve Requirement.

(B) Each Debt Service Reserve Fund shall be kept in the complete custody and control of the Trustee and withdrawals therefrom shall be made only by the Trustee who shall transmit to the Paying Agent, for payment to each Bondholder of the applicable Series, at such times as may be appropriate, the sums required to pay the principal of, premium, if any, and interest on such Series of Bonds.

(C) Moneys in each Debt Service Reserve Fund shall be invested and reinvested by the State Treasurer in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from investments in a particular Debt Service Reserve Fund shall be added to and become a part of that Fund. Whenever, and as of any date of calculation, the value of the securities and money in a Debt Service Reserve Fund shall exceed the applicable Reserve Requirement, such excess shall either be used to effect partial redemption of the applicable Series of Bonds, or shall be removed from such Debt Service Reserve Fund and transferred into the Facilities Operation and Maintenance Fund.

(D) Notwithstanding anything in this Bond Resolution to the contrary, the University, in lieu of the deposit of moneys into a Debt Service Reserve Fund, may satisfy all or a portion of the applicable Reserve Requirement by causing to be so credited an irrevocable and unconditional surety bond, or insurance policy payable to the Trustee or the Paying Agent for the benefit of the Holders of the Bonds of a Series or an irrevocable and unconditional line of credit or letter of credit in an amount which together with other moneys on deposit in such Debt Service Reserve Fund is equal to the Reserve Requirement therefor.

(E) In the event a Debt Service Reserve Fund has been funded with a surety bond, letter of credit or similar instrument and either such instrument has been drawn upon, moneys available to repay such surety bond, letter of credit or similar instrument provider shall first be used to reinstate the surety bond, letter of credit or similar instrument to its original amount. Any interest or fees due to the surety bond, letter of credit or similar instrument provider, other than reinstatement, shall be subordinate to any amounts payable upon the Bonds.

(F) In the event a Debt Service Reserve Fund is funded with a surety bond, letter of credit or similar instrument any revenues available for debt service on the Bonds shall be distributed on a pro rata basis among the Outstanding Bonds of each Series without regard to the method or level of funding of the respective Debt Service Reserve Funds, if any, for each Series.

(G) Any cash or investments on deposit in or credited to a Debt Service Reserve Fund shall be withdrawn prior to any draw on its surety bond, letter of credit or similar instrument with respect thereto. In the event the amount on deposit in, or credited to, a Debt Service Reserve Fund, in addition to the amount available under the surety bond, letter of credit or similar instrument in question (the "Original Funding Instrument") includes

amounts available under another surety bond, letter of credit or similar instrument (the "Additional Funding Instrument"), draws on the Original Funding Instrument and the Additional Funding Instrument shall be made on a pro rata basis to fund any insufficiency in the applicable Debt Service Fund.

Section 7.05. The Improvement Fund.

(A) There shall be established and maintained by the University an Improvement Fund. The Improvement Fund is established hereunder in order to provide a reasonable reserve for contingencies and for improvements, expansions and renovations of the Facilities.

(B) Money in the Improvement Fund shall be withdrawn by the University from time to time and used solely:

(1) For the purpose of replacing or restoring depreciated or obsolete items of the Facilities;

(2) For improvements, expansions and renovations to the Facilities, other than for those things which are reasonably necessary to maintain the Facilities in good repair and condition;

(3) To defray the cost of unforeseen contingencies and other expenses related to the use of the Facilities;

(4) To prevent defaults of Bonds (should any Debt Service Fund or Debt Service Reserve Fund prove to be insufficient for such purposes) and Junior Lien Bonds; and

(5) For optional redemption of Bonds;

provided, however, that prior to any withdrawals from the Improvement Fund, the University shall determine that no deficiency exists in any Debt Service Fund or Debt Service Reserve Fund.

Section 7.06. Investment of Moneys in Facilities Operation and Maintenance Fund and Improvement Fund.

Moneys in the Facilities Operation and Maintenance Fund and Improvement Fund shall be invested and reinvested by the State Treasurer in Authorized Investments. Any earnings on investments referred to in this Section will accrue to the benefit of the Fund in which such investments are contained.

Section 7.07. Construction Funds.

(A) Whenever the University shall issue Bonds, the proceeds of which are to be used for construction, improvement, expansion, renovation or repair of the Facilities, there shall be established under the applicable Series Resolution and maintained by the Trustee a construction fund into which proceeds from sale of the Bonds of such Series, and earnings from investment thereof, shall be deposited. Each such construction fund shall bear a number Series designation as may be necessary to distinguish such construction fund and shall, subject to the other provisions of this Bond Resolution, be maintained until all funds are expended therefrom whether for the project for which the Bonds were issued or pursuant to Section 7.07(C) hereof.

(B) Money in any construction fund shall be invested and reinvested by the State Treasurer in Authorized Investments. Any earnings on investment of money in any construction fund shall accrue to the benefit of such construction fund.

(C) Upon completion of construction, renovation or repair of any project and the expenditure of all sums necessary therefor, any moneys remaining in any construction fund at such time shall, at the discretion of the Chief Financial Officer, be used to construct, renovate, repair or improve additional Facilities as may be approved by the Board of Trustees, or may be used to fund any amounts required to be paid to the United States Government pursuant to Section 148(f) of the Code as rebate of arbitrage earnings or be used to pay interest or principal on the particular Series of Bonds.

[End of Article VII]

ARTICLE VIII

DISPOSITION OF REVENUES

Section 8.01. Deposits to the Facilities Operation and Maintenance Fund; Dispositions Therefrom.

The Gross Revenues of the Facilities are declared to be a part of the Facilities Operation and Maintenance Fund and shall from time to time be promptly deposited in the Facilities Operation and Maintenance Fund. Provision shall be made first for the payment of the Senior Lien Bonds in the event there exists any deficiency in the irrevocable escrow funds established to secure the payment of such Senior Lien Bonds. However, such provision shall be solely from the moneys pledged thereto by the proceedings authorizing the Senior Lien Bonds. Withdrawals from the Facilities Operation and Maintenance Fund for Operation and Maintenance Expenses may be made periodically as required to fund the Facilities as set forth in the Annual Budget. The dispositions from the Facilities Operation and Maintenance Fund required by Sections 8.03 through 8.06 hereof shall be made on or before the twentieth (20th) Business Day of each month following the delivery of the first Series of Bonds issued pursuant to this Bond Resolution and in the order of priority established by the sequence of the remaining Sections of this Article.

Section 8.02. Requirement of Annual Budget.

For each Fiscal Year, the Board of Trustees will cause to be prepared the Annual Budget for the operation of the Facilities for the next ensuing Fiscal Year (which may be a part of the general budget of the University), which shall reflect the rate schedules for the Facilities for the ensuing Fiscal Year, an estimate of the Gross Revenues, and all sums which the Board of Trustees intend to spend for such Facilities during such Fiscal Year. Such amounts shall be detailed in accordance with generally accepted accounting principles, and shall set forth:

(A) all sums intended to be expended for operation and maintenance for such Fiscal Year; and

(B) all sums intended for the Improvement Fund for such Fiscal Year.

Copies of such Annual Budget shall be made available to the Trustee and to any Bondholder requesting the same. The provisions of this Section shall not preclude, however, any revisions of the Annual Budget.

Section 8.03. Payments for Bonds.

Provision shall be made for the payment of the principal of and interest on all Bonds then Outstanding, all without priority of any Bonds over others. To that end:

(A) There shall be deposited in the respective Debt Service Funds the monthly fraction of the aggregate amount of interest to become due on the respective Series of Bonds on the next ensuing interest payment date; provided, however, that if provision has been made for the payment of all or part of the next installment of interest to become due on any Series of Bonds, due to accumulations of moneys therein, or by reason of investment earnings, then, in such event, the deposits required by this Paragraph (A) may be omitted, or reduced accordingly. If, as a result of the provision in a Series Resolution that any Series of Bonds shall bear interest payable for a period less than semi-annually, and any Holder of such Bonds shall receive payments of interest for any period for which payments were not made to holders of Bonds bearing interest payable semi-annually, then there shall be set aside in the applicable Debt Service Fund in trust for the benefit of the Holders of Bonds bearing interest payable semi-annually an amount of money equal to the interest accrued on the Bonds bearing interest payable semi-annually for such period.

(B) There shall be deposited in the respective Debt Service Funds the monthly fraction of the aggregate amount of principal of the respective Series of Bonds becoming due and payable on the next ensuing principal maturity date (whether at stated maturity or by sinking fund installment), so that on each principal maturity date, the amount of principal to be paid shall have accumulated and be on hand. Provided, however, that if provision has been made for the payment of all or part of an installment of principal to become due on the Bonds, due to accumulations thereon, or by reason of investment earnings, then, in such event, the deposits required by the preceding sentence of this Paragraph may be omitted, or reduced accordingly.

Section 8.04. Deposits for the Debt Service Reserve Funds; Valuation.

(A) The market value of the cash and securities in each Debt Service Reserve Fund, if any, shall be calculated as of each Bond Payment Date (such calculation to be made within forty-five (45) days after such Bond Payment Date), in order to determine if such Debt Service Reserve Fund contains the amount required by the applicable Series Resolution and the extent to which payments therefor or withdrawals therefrom must be made. In the event the aggregate market value of such cash and securities, together with any surety bond or letter of credit as described in Section 7.04(D) hereof, in a Debt Service Reserve Fund is determined not to equal the applicable Reserve Requirement, there shall be paid into such Debt Service Reserve Fund on the last Business Day of each of the twelve (12) months following a determination of a deficiency in such Debt Service Reserve Fund one-twelfth (1/12) of the amount necessary to re-establish in such Debt Service Reserve Fund its Reserve Requirement; provided, however, nothing herein shall preclude the University from fully re-establishing such Reserve Requirement in a more timely fashion than as so prescribed. Any surety bond, line of credit, insurance policy or letter of credit being used to meet the Reserve Requirement of a Debt Service Reserve Fund shall be valued at the amount still remaining to be drawn thereon; and in the event that any such surety bond, line of credit, insurance policy or letter of credit has been drawn upon, the amount necessary to restore the principal balance thereof shall be paid by the University in the same manner and on a parity with the payments described in this Section 8.04.

(B) In the event a Debt Service Reserve Fund is funded with both moneys and a surety bond, insurance policy, line of credit or letter of credit as the latter are contemplated by Section 7.04(D) hereof, any available revenues to replenish such Debt Service Reserve Fund shall be used, first, to reimburse the provider of such surety bond, insurance policy or letter of credit and thereby reinstate such surety bond, insurance policy, line of credit or letter of credit, and, second, to replenish said moneys.

Section 8.05. Reimbursement of Interest on Amounts Advanced for Debt Service Reserve Funds.

Provision shall be made for payment of interest on amounts advanced by the provider of any surety bond, insurance policy, line of credit or letter of credit as contemplated in Section 7.04(D) hereof.

Section 8.06. Payments for Junior Lien Bonds.

Provision shall be made for the payment of any other indebtedness which is junior and subordinate to the Bonds in the order of priority contemplated by the proceedings authorizing their issuance.

Section 8.07. Deposits for the Improvement Fund.

To the extent funds are available, there shall be deposited from time to time into the Improvement Fund amounts such that the entire amount deposited during a Fiscal Year equals that sum which has been budgeted for the Improvement Fund for that Fiscal Year as provided in Section 8.02(B) hereof; provided, however, that if provision has been made for the payment of all or part of that Fiscal Year's deposit to the Improvement Fund, due to accumulations of moneys therein, or by reason of investment earnings, then, in such event, the deposits required by this Section 8.07 may be omitted, or reduced accordingly.

Section 8.08. Use of Surplus Money.

At any time that there is in the Facilities Operation and Maintenance Fund an amount sufficient to make all payments permitted or required by Section 8.01 and Sections 8.03 through 8.07 hereof through the next ensuing Bond Payment Date, the University may withdraw any moneys in excess of such amount and use them (a) to make additional deposits to the Improvement Fund (whether or not in excess of the amounts budgeted therefor) or (b) in the discretion of the Board of Trustees, for any other lawful purpose of the University.

[End of Article VIII]

ARTICLE IX

AGREEMENT TO FURNISH INFORMATION WITH RESPECT TO THE FACILITIES

Section 9.01. Keeping Records.

The University recognizes that those who may from time to time hereafter be Bondholders will throughout the life of the Bonds, require full information with respect to the Facilities, the fiscal affairs of the Facilities, and all matters incident to each. To that end, the University covenants and agrees that it will install and thereafter at all times maintain proper books of records and accounts, separate and distinct from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Facilities, and all revenues and receipts derived therefrom, directly or indirectly. Such books and records shall be kept in such fashion as to reveal in detail:

(1) All transactions incurred by the University with respect to the Facilities;

(2) Gross Revenues and the sources from whence derived;

(3) All Operation and Maintenance Expenses;

(4) Net Revenues;

(5) All expenditures made from the several funds established by this Bond Resolution and the Series Resolutions authorizing the issuance of the Bonds;

(6) Rate schedules that may from time to time be in effect as to the Facilities; and

(7) Additional Funds.

Section 9.02. Audit Required.

The University further covenants and agrees that, so long as any Bonds are Outstanding, it will, as soon after the close of each Fiscal Year as possible, cause to be made and completed by the Accountants, an audit of the records, books and accounts of the University in accordance with generally accepted auditing standards. The University shall provide a copy of such audit to the Trustee. Such audit shall comment upon any violation of any provision of any resolution authorizing the issuance of any Bonds or Junior Lien Bonds and any violation of any provision of this Bond Resolution or any Series Resolution noted by the Accountants, and such other matters as to them seem pertinent. The cost of such audit shall be treated as a part of the cost of operating and maintaining the Facilities. Copies of such audit shall also be made available to any Bondholder who shall have requested the same in writing to the Trustee.

[End of Article IX]

ARTICLE X

INSURANCE

Section 10.01. Insurance.

The University covenants and agrees that so long as any Bonds are Outstanding:

(A) That it will keep all structures comprising the facilities continuously insured under fire and extended coverage policies, in an amount at least equal to the face amounts of all Series of Bonds Outstanding; provided, however, that in case the principal amount of such Series of Outstanding Bonds shall be greater than the insurable value of the Facilities, then the University shall insure the Facilities to the extent of their insurable value;

(B) That in case of loss, the proceeds of the casualty insurance referred to in Paragraph (A) above shall be applied to repair or to restore such Facilities, or the contents thereof, to their former condition, or in such manner as will make the Facilities usable, for the acquisition of additional Facilities, or for the redemption of Bonds at the earliest practicable date;

(C) That it will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the University against defalcation of all the University or State employees handling money derived from the Facilities or signing checks on any bank accounts relating to the Facilities other than the Trustee, each Registrar or each Paying Agent;

(D) That all premiums on all bonds or insurance policies shall be deemed a part of the cost of operating and maintaining the Facilities;

(E) That all insurance policies shall be open to the inspection of any Bondholder at any reasonable time;

(F) That all money received by the University as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund or account depleted by the defalcation; and

(G) That it will comply with the requirements of State law regarding the mandatory purchase of liability insurance contained in Section 15-78-140(b) of the State Code, as amended from time to time.

Notwithstanding anything herein to the contrary, the Trustee shall have no duty hereunder to hold the insurance policies or certificates or surety bonds referred to in this Article.

[End of Article X]

ARTICLE XI

ADDITIONAL COVENANTS TO SECURE BONDS; SALE AND DISPOSITION OF FACILITIES

Section 11.01. Additional Covenants to Secure Bonds.

The University further covenants and agrees:

(A) That neither the Facilities, nor any part thereof, nor any of the income or revenues derived from the Facilities, have been or will be hypothecated, mortgaged, or otherwise pledged or encumbered, save and except as herein disclosed and provided for; and provided that nothing in this Section 11.01(A) shall prevent the University from financing the acquisition of any item or items of equipment for or related to the Facilities, which financing is secured by a purchase money security interest or the equivalent thereof;

(B) That so long as there are any Bonds outstanding and unpaid, it will perform all duties with reference to the Facilities required by the Constitution and statutes of the State, including without limitation the Enabling Act, and the University hereby irrevocably covenants, binds and obligates itself not to pledge, mortgage or otherwise encumber the Facilities or any part thereof, or any revenues therefrom, except in the manner herein authorized, and it will not sell, lease or dispose of any portion of the Facilities, necessary or useful (as determined by the University) in the operation of the Facilities, except as herein provided until all Bonds shall be paid in full or unless and until provision shall have been made for the payment of all Bonds and the interest thereon in full;

(C) That it will permit, so long as there are any Bonds Outstanding, any Bondholder to inspect the Facilities and all records and accounts thereof under reasonable terms and conditions and after reasonable notice has been given;

(D) That it will not make any use, and it shall not direct the Trustee and each fiduciary to make any use, of the proceeds of any Series of Bonds which Bonds were intended upon the issuance thereof to be exempt from federal income taxation, which, if such use had been reasonably expected on the date of the issuance of the Bonds of such Series, would have caused such Bonds or any other Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code;

(E) That, as to any Series of Bonds which were intended at the time of their issuance to be exempt from federal income taxation, it will take all actions required of it under the Code that are necessary to preserve the tax-exempt status of such Bonds, including without limitation, actions necessary to comply with all information reporting requirements and any obligation to rebate arbitrage earnings on the proceeds of such Bonds to the United States Government;

(F) That it will make all payments or deposits required under Articles VII and VIII of this Bond Resolution in a timely manner; and

(G) That it will, from time to time, forward to the Trustee, in writing, the name of the Chief Financial Officer and any designee of such Chief Financial Officer, together with a specimen signature of such individual.

Section 11.02. Sale and Disposition of Facilities.

So long as Bonds are outstanding, the University covenants and agrees that it will not sell, dispose of, abandon or change the use of the Facilities, or any part thereof, except under the following conditions:

(A) The University shall have the right to dispose of any obsolete or worn out equipment, furniture and furnishings which may be at any time a part of the Facilities, but all moneys realized therefrom shall be treated as a part of the Gross Revenues;

(B) Pursuant to resolution of the Board of Trustees, the University, upon the written recommendation of the Chief Financial Officer that such action will not adversely affect the ability of the University to discharge its obligations under this Bond Resolution, may abandon or demolish any portion of the Facilities which it finds to be no longer serviceable or may discontinue providing any service now or hereafter provided by the University whether directly or indirectly, in or by any Facilities;

(C) The University may sell or otherwise dispose of (other than as provided in Paragraphs (A) and (B) of this Section 11.02) any portion of the Facilities, provided that:

(1) The Board of Trustees shall be provided with an appraisal from an independent certified appraiser stating that in its opinion the purchase price or other consideration to be received represents the fair market value of the portion of the Facilities sought to be sold or otherwise disposed of;

(2) A resolution of the Board of Trustees shall have been adopted, to which shall have been appended a recommendation of the Chief Financial Officer as to the same and a copy of the appraisal referred to above, approving the sale or other disposition and prescribing that the proceeds of the sale or other disposition shall be applied either (a) to the Improvement Fund, or (b) to the partial payment and redemption of the Bonds in the manner provided for redemptions in this Bond Resolution;

(3) The Board of Trustees shall have obtained the recommendation of the Chief Financial Officer that such action will not adversely affect the ability of the University to discharge its obligations under this Bond Resolution; and

(4) The University shall have obtained any approvals required by State law; or

(D) Pursuant to resolution of the Board of Trustees, the University, upon the written recommendation of the Chief Financial Officer that such action will not adversely affect the ability of the University to discharge its obligations under this Bond Resolution and upon receipt of a written opinion of Bond Counsel that such action will not adversely affect the tax-exempt status of any of the Bonds, may change from a provision of services directly by the University, in or by any of the Facilities, to a provision of such services by an independent contractor, and vice versa.

[End of Article XI]

ARTICLE XII

MODIFICATION OF RESOLUTION

Section 12.01. Modification without Bondholder Approval.

(A) Provided always that the security of the Bonds shall not be lessened, or in any manner impaired, the Board of Trustees may for any one or more of the following purposes at any time, or from time to time, adopt a resolution amending or supplementing this Bond Resolution, which resolution shall be fully effective in accordance with its terms:

(1) To provide for the issuance of a Series of Bonds in accordance with Article IV of this Bond Resolution;

(2) To add to the covenants and agreements of the University in this Bond Resolution, and to provide for other covenants and agreements thereafter to be observed relative to the operation, maintenance, construction or administration of any part of the Facilities; it being further specifically provided that the Chief Financial Officer is hereby authorized prior to the sale of any Series of Bonds to increase the required ratios involving Net Revenues herein or to increase the credit rating requirements for the providers of Debt Service Reserve Fund substitutes and any such increased covenant shall be set forth in the form of the Bond of that Series and each subsequent Series;

(3) To surrender any right, power or privilege reserved to or conferred upon the University by this Bond Resolution; or

(4) To cure, correct and remove any ambiguity or inconsistent provisions contained in this Bond Resolution.

(B) It is further provided that, except for a Series Resolution as permitted by paragraph (A) above and Article IV hereof, such supplemental resolution shall not become effective until a copy thereof, duly certified, shall have been filed with the Trustee and each Paying Agent.

Section 12.02. Modification with Bondholder Approval.

The rights and duties of the University and the Bondholders and the terms and provisions of this Bond Resolution may be modified or altered in any respect by an amendatory or supplementary resolution adopted by the Board of Trustees with the consent of the Holders of sixty-six and two-thirds percent (66 2/3%) in principal amount of all Bonds of each Series which would be affected by such modification or alteration then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Holders and duly acknowledged or proven in the manner of a deed capable of being recorded, and the consent of any Insurer that would be affected, but no such modification

or alteration shall, without the consent of the Holders of all Bonds affected by such change or modification:

(A) Extend the maturity of any payment of principal or interest due upon any Bond;

(B) Effect a reduction in the amount which the University is required to pay by way of principal of, interest or redemption premium on any Bonds;

(C) Effect a change as to the type of currency in which the University is obligated to effect payment of the principal of, interest and redemption premiums of any Bond;

(D) Permit the creation of a pledge of or lien upon the revenues of the Facilities prior to or equal to the Bonds, except as authorized in this Bond Resolution;

(E) Permit preference or priority of any Bonds to others;

(F) Alter or modify the provisions of Section 4.02 or of Articles V, VII, and VIII hereof; or

(G) Reduce the percentage required for the written consent to the modification or alteration of the provisions of this Bond Resolution.

Section 12.03. Procedure for Procuring Bondholder Approval.

The University and the Trustee may rely upon the registration books maintained by the Registrar to determine who are the Holders of the Bonds. Any and all modifications made in the manner hereinabove provided for shall not become effective until there has been filed with the Trustee and each Paying Agent a copy of such amendatory or supplementary resolution hereinabove provided for, duly certified, as well as proof of consent to such modification by the Holders of sixty-six and two-thirds percent (66 2/3%) in principal amount of the Bonds of each Series then Outstanding.

Section 12.04. Notification of Amendments.

The University shall publish or cause to be published at least once, not more than sixty (60) days after the effective date of any amendment, in a financial newspaper printed in the English language in New York, New York, notice of such amendments, which notice shall be satisfactory with and approved by the Trustee. It shall not be necessary to publish the complete text of the amendments, providing that a summary thereof is published or reference is given as to where a Bondholder may receive a copy of the complete amendments.

[End of Article XII]

ARTICLE XIII

EVENTS OF DEFAULT

Section 13.01. Events of Default.

The occurrence and continuation of any of the following events is hereby declared an "Event of Default" hereunder:

(A) Payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption;

(B) Payment of any installment of interest on any Bonds shall not be made when the same becomes due and payable;

(C) Payment of any installment of either interest or principal of any Junior Lien Bonds shall not be made when the same becomes due and payable or any other event of default shall exist with respect to any Junior Lien Bonds;

(D) The University shall for any reason be rendered incapable of fulfilling its obligations hereunder;

(E) An order or decree shall be entered with the consent or acquiescence of the University appointing a receiver, or receivers, of the Facilities, or of the revenues thereof, or any proceedings shall be instituted with the consent or acquiescence of the University for the purpose of effecting a composition between the University and its creditors whose claims relate to the Facilities, or for the purpose of adjusting claims of such creditors, pursuant to any Federal or State statute now or hereafter enacted, or if such order or decree, having been entered without the consent or acquiescence of the University, shall not be vacated or discharged or stayed on appeal within sixty (60) days after entry thereof, or if such proceeding having been instituted without the consent or acquiescence of the University, shall not be withdrawn or any orders entered shall not be vacated, discharged, or stayed on appeal within sixty (60) days after the institution of such proceedings, or the entry of such orders;

(F) The University shall fail to operate the Facilities in an efficient and business-like fashion or shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in any Series Resolution or in this Bond Resolution, and such default shall continue for thirty (30) days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the University by any Bondholder, provided that in the case of default specified in this paragraph (F), if the default be such that it cannot be corrected within the said thirty (30) day period, it shall not constitute an event of default if corrective action is instituted by the University within said thirty (30) day period and diligently pursued until the default is corrected; or

(G) The occurrence of an event of default on the part of the University under any reimbursement agreement between the University and a provider of a surety bond, letter of credit or similar instrument as contemplated under Section 7.04(D) hereof.

The provisions of the preceding Paragraph (F) are subject to the following limitations: If by reason of force majeure the University is unable in whole or in part to carry out its agreements herein contained (other than the obligations on the part of the University contained in any of Section 4.02 or Articles V, VII and VIII hereof as to which this paragraph shall have no application), the University shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, tunnels or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the University, it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the University, and the University shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the University unfavorable to the University.

[End of Article XIII]

ARTICLE XIV

REMEDIES

Section 14.01. Acceleration; Annulment of Acceleration.

(A) Except as specifically provided herein, upon the happening of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall, by notice in writing to the University, declare all Bonds Outstanding immediately due and payable. Such Bonds shall become and be immediately due and payable, anything in the Bonds or in this Bond Resolution to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment.

(B) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Resolution, the Trustee may annul such declaration and its consequences with respect to any Bonds not then due by their terms if:

(1) Moneys shall have been deposited in the respective Debt Service Funds sufficient to pay all matured installments of interest and principal (other than principal then due only because of such declaration) of all Outstanding Bonds;

(2) Moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee;

(3) All other amounts then payable by the University hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and

(4) Every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 14.02. Additional Remedies and Enforcement of Remedies.

(A) Upon the happening of any Event of Default, subject to the provisions of Section 17.01 hereof, the Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall proceed forthwith to protect and enforce its rights and the rights of the Bondholders under this Bond Resolution by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to:

(1) Requiring the University to carry out its duties and obligations under the terms of this Bond Resolution and under the Enabling Act;

(2) Suit upon all or any part of the Bonds;

(3) Civil action to require the University to account as if it were the trustee of an express trust for the Holders of Bonds;

(4) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds; or

(5) Enforcement of any other right of the Bondholders conferred by law or by this Bond Resolution including the right to make proper application to a court of competent jurisdiction for the appointment of a receiver to administer and operate the Facilities. Such receiver shall be given full power to fix rentals and charges for the Facilities, sufficient to provide for the payment of principal of Bonds and the interest thereon, and for the payment of the expenses of operating and maintaining such Facilities, and to apply the income and revenues of such Facilities to the payment of principal of such Bonds and the interest thereon.

(B) Regardless of the happening of an Event of Default, the Trustee, if requested in writing by the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised by Counsel shall be necessary or expedient:

(1) To prevent any impairment of the security under this Bond Resolution by any acts which may be unlawful or in violation of this Bond Resolution; or

(2) To preserve or protect the interests of the Bondholders, provided that such request is in accordance with law and the provisions of this Bond Resolution and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Holders of Bonds not making such request.

Section 14.03. Application of Revenues and Other Moneys After Default.

(A) The University covenants that if an Event of Default shall happen and shall not have been remedied, the University, upon demand of the Trustee, shall pay or cause to be paid over to the Trustee:

(1) Forthwith, all moneys and securities then held by the University which are credited to any fund under this Bond Resolution; and

(2) As promptly as practicable after receipt thereof, all Gross Revenues.

(B) During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, Gross Revenues, payments and receipts in its possession and the income therefrom as follows and in the following order:

(1) To the payment of the reasonable and proper charges of the Trustee;

(2) To the payment of the necessary costs of operating and maintaining the Facilities;

(3) To the payment of the interest and principal (and premium, if any) then due on the Bonds, as follows:

(a) Unless the principal of all of the Bonds shall have become or have been declared due and payable,

(i) First: To the payment of the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference; and

(ii) Second: To the payment to the persons entitled thereto of the unpaid principal installments (and premiums, if any) of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal (plus redemption premium, if any) due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest

then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any differences as to the respective rates of interest specified in the Bonds, and

(4) For the purposes and to the respective funds set forth in Article VIII hereof, in the order set forth therein.

Section 14.04. Remedies Not Exclusive.

No remedy by the terms of this Bond Resolution conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Bond Resolution or existing at law or in equity or by statute (including the Enabling Act) on or after the date hereof.

Section 14.05. Remedies Vested in Trustee.

All rights of action (including the right to file proof of claims) under this Bond Resolution or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds. Subject to the provisions of Section 14.03 hereof, any recovery of judgment shall be for the equal benefit of the Holders of the Outstanding Bonds.

Section 14.06. Majority of Bondholders Control Proceedings.

If an Event of Default shall have occurred and be continuing, notwithstanding anything in this Bond Resolution to the contrary, the Holders of at least a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of this Bond Resolution or for the appointment of a receiver or any other proceedings hereunder; provided that such direction is in accordance with law and the provisions of this Bond Resolution (including indemnity to the Trustee) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Bondholders not joining in such direction and provided further that nothing in this Section 14.06 shall impair the right of the Trustee in its discretion to take any other action under this Bond Resolution which it may deem proper and which is not inconsistent with such direction by Bondholders.

Section 14.07. Individual Bondholder Action Restricted.

(A) No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Bond Resolution or for the execution of any trust hereunder or for any remedy under this Bond Resolution unless:

(1) An Event of Default has occurred:

(a) under Paragraph (A) or (B) of Section 13.01 hereof;

(b) as to which the Trustee has actual notice; or

(c) as to which the Trustee has been notified in writing; and

(2) The Holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in this Bond Resolution or to institute such action, suit or proceeding in its own name; and

(3) Such Bondholders shall have offered the Trustee reasonable indemnity; and

(4) The Trustee shall have failed or refused to exercise the powers herein granted or to institute such action, suit or proceedings in its own name for a period of sixty (60) days after receipt by it of such request and offer of indemnity.

(B) No one or more Holders of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Bond Resolution or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Holders of all Bonds Outstanding.

(C) Nothing contained in this Bond Resolution shall affect or impair, or be construed to affect or impair, the right of the Holder of any Bond:

(1) To receive payment of the principal of or interest on such Bond on the due date thereof; or

(2) To institute suit for the enforcement of any such payment on or after such due date.

Section 14.08. Termination of Proceedings.

In case any proceeding taken by the Trustee or any Bondholder on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondholders, the University, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee and the Bondholders shall continue as if no such proceeding had been taken.

Section 14.09. Waiver and Nonwaiver of Event of Default.

(A) No delay or omission of the Trustee or of any Holder of the Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article XIV to the Trustee and the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(B) The Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Bond Resolution, or before the completion of the enforcement of any other remedy under this Bond Resolution.

(C) Notwithstanding anything contained in this Bond Resolution to the contrary, but subject to the provisions of Section 17.01 hereof, the Trustee, upon the written request of the Holders of at least a majority of the aggregate principal amount of Bonds then Outstanding (including, if more than one Series of Bonds shall at the time be Outstanding, the Holders of a majority in principal amount of all Bonds then Outstanding of each such Series), shall waive any Event of Default hereunder and its consequences; provided, however, that except under the circumstances set forth in subsection (B) of Section 14.01 hereof or subsection (B) of this Section 14.09, a default in the payment of the principal of, premium, if any, or interest on, any Bond, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Bonds at the time Outstanding.

(D) In case of any waiver by the Trustee of an Event of Default hereunder, the University, the Trustee and the Bondholders shall be restored to their former positions and rights under this Bond Resolution, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this Section 14.09.

Section 14.10. Notice of Defaults.

(A) Within thirty (30) days after:

(1) The receipt of notice of an Event of Default as provided in Section 14.07(A)(1) hereof; or

(2) The happening of an Event of Default under Paragraph (A) or (B) of Section 13.01 hereof, as to which the Trustee shall be deemed to have notice,

the Trustee shall, unless such Event of Default shall have theretofore been cured, give written notice thereof by first class mail to each Holder of Bonds then Outstanding; provided that, except in the case of a default in the payment of principal (together with premium, if any) of or interest on any of the Bonds, the Trustee may withhold such notice if, in its sole judgment, it determines that the withholding of such notice is in the best interests of the Bondholders.

(B) The Trustee shall immediately notify the University of any Event of Default known to the Trustee.

[End of Article XIV]

ARTICLE XV

TRUSTEE AND ITS FUNCTIONS: OTHER FIDUCIARIES

Section 15.01. Appointment and Vesting of Powers in Trustee; Limitation of Rights of Bondholders to Appoint Trustee.

The University hereby appoints the State Treasurer as the Trustee. The Trustee shall be and is hereby vested with all rights and powers necessary to enable it to discharge its duties hereunder but the right of the Bondholders to appoint a trustee hereunder is limited to the circumstances contemplated by Section 15.10 hereof.

Section 15.02. Functions of Trustee.

The Trustee shall have the following additional functions:

(A) To act as custodian of the Debt Service Funds and any Debt Service Reserve Fund; and

(B) To submit to the University on a monthly or such other basis as may be requested by the University, but not less often than semi-annually:

(1) A report setting forth balances on hand;

(2) An appropriate investment report for funds handled by the Trustee; and

(3) A report establishing the sufficiency of each Debt Service Fund and any Debt Service Reserve Fund.

Section 15.03. Duty of Trustee with Respect to Deficits in Debt Service Funds.

It shall be the further duty of the Trustee to give written notice to the University ten (10) days prior to each Bond Payment Date, if there is any deficiency in any of the Debt Service Funds which would result in a need for further moneys to meet the payment of interest and/or principal falling due on the next ensuing Bond Payment Date, and the extent, if any, to which resort must be had to a particular Debt Service Reserve Fund to meet such deficiency.

Section 15.04. Acceptance by Trustee Required.

Prior to the delivery of any Series of Bonds, the Trustee appointed pursuant to this Article XV shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Bond Resolution, by executing and delivering to the University a written acceptance thereof.

Section 15.05. Liability as to Recitals in Bond Resolution and Bonds.

The recitals of fact made in this Bond Resolution and in the Bonds shall be taken as statements of the University, and the Trustee shall not be deemed to have made any representation as to the correctness of the same, nor shall the Trustee be deemed to have made any representation whatsoever as to the validity or sufficiency of this Bond Resolution or of the Bonds issued hereunder except with respect to the authentication of any Bonds. Nor shall the Trustee be under responsibility or duty with respect to the issuance of said Bonds, or the application of the proceeds thereof, except to the extent provided for herein. Nor shall the Trustee be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

Section 15.06. Trustee May Rely on Notices, etc.

The Trustee shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 15.07. Trustee Permitted to Resign.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving to the University and the Bondholders written notice of such resignation, specifying a date (not less than sixty (60) days after such notice) when such resignation shall take effect. Such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment and qualification of such successor.

Section 15.08. Removal of Trustee.

(A) The Trustee, if other than the State Treasurer, may be removed at any time by the Holders of not less than fifty percent (50%) of the principal amount of Bonds at such time Outstanding.

(B) The Trustee, if other than the State Treasurer, may likewise be removed at any time by the University with the consent and approval of the Holders of not less than fifty percent (50%) of the principal amount of the Bonds at such time Outstanding.

Section 15.09. Appointment of Successor Trustee Upon Resignation or Removal of Trustee.

(A) In case at any time the Trustee shall resign, or be removed or become incapable of acting, or be adjudged bankrupt or insolvent, or a receiver of its property shall be appointed, or any public officer shall take charge or control of its property or affairs, a successor thereto shall be promptly appointed by a resolution of the Board of Trustees duly

adopted. Such successor shall in all instances be a bank or trust company duly chartered pursuant to the laws of the United States of America or of a state thereof, shall have at the time of its appointment a combined capital stock surplus and undivided profits of not less than $100,000,000 and shall be authorized by law to perform all duties imposed upon it by this Bond Resolution and the Series Resolutions.

(B) Immediately following such appointment the University shall give written notice of such appointment to the Bondholders and any Registrar.

Section 15.10. When Bondholder May Seek Successor Trustee.

If, in a proper case, no appointment of a successor Trustee shall be promptly made pursuant to Section 15.09 hereof, any Bondholder may make application to any court of competent jurisdiction for the appointment of a successor and said court may thereupon, after such notice, if any, as such court may prescribe, appoint a successor.

Section 15.11 Acceptance by Successor Trustee.

Any successor Trustee appointed hereunder shall execute and deliver to its predecessor and to the University a written acceptance of such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of its predecessor hereunder with like effect as if originally named as such Trustee and its predecessor shall be obligated to pay over, transfer, assign and deliver all moneys, securities and other property held by it to its successor, and on the written request of the University, or the successor, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may be reasonably required for the vesting and confirming in such successor all the right, title and interest of the predecessor in and to any property held by it.

Section 15.12. Effect of Trustee Merging With Another Bank.

If the Trustee is other than the State Treasurer, any bank into which the Trustee may be merged, or with which it may be consolidated, or any bank resulting from any merger or consolidation to which it shall be a party, or any bank to which the Trustee may sell or transfer all or substantially all of its business, shall become the successor without the execution or filing of any paper or the performance of any further act.

Section 15.13. Appointment of Registrar.

(A) The State Treasurer and the Chief Financial Officer shall from time to time appoint on behalf of the University a Registrar or Registrars as Registrar of the Bonds of one or more Series. The Registrar shall be required to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the University, the Trustee and the Paying Agent at all

reasonable times. In addition, the Registrar shall have the duty of authenticating the Bonds of the Series as to which it serves as Registrar and maintaining a report listing all Bonds, if any, paid and cancelled, and such other duties as may be required of it under this Bond Resolution and the applicable Series Resolution.

(B) Any Registrar shall be the State Treasurer or a bank or trust company or other entity duly organized under the laws of the United States of America or any state thereof, having at the time of appointment a combined capital stock, surplus and undivided profits of at least $50,000,000 and authorized by law to perform all the duties imposed upon it by this Bond Resolution and the relevant Series Resolutions. The Registrar may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least sixty (60) days notice to the Trustee, the Paying Agent, and the University. The Registrar may be removed at any time, at the direction of the University, by an instrument filed with the Registrar, the Trustee and the Paying Agent.

(C) In the event of the resignation or removal of the Registrar, the Registrar shall deliver any Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(D) In the event that the University shall fail to appoint a Registrar hereunder, or in the event that the Registrar shall resign or be removed, or be dissolved, or if the property or affairs of the Registrar shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the University shall not have appointed its successor as Registrar, the Trustee shall ipso facto be deemed to be the Registrar for all purposes of this Bond Resolution until the appointment by the University of the Registrar or successor Registrar, as the case may be.

Section 15.14. Appointment of Paying Agent.

(A) The State Treasurer and the Chief Financial Officer may from time to time appoint on behalf of the University a Paying Agent or Paying Agents as Paying Agent for the Bonds of one or more Series. The Paying Agent shall be required:

(1) To hold all sums held by it for the payment of the principal of, premium, if any, and interest on the Bonds in trust for the benefit of the Holders until such sums shall be paid to such Holders or otherwise disposed of as herein provided; and

(2) To keep such books and records as shall be consistent with prudent industry practice, to make such books and records available for inspection by the University and the Trustee at all reasonable times.

(B) Any Paying Agent shall be the State Treasurer or a bank or trust company or other entity duly organized under the laws of the United States of America or any state thereof, having at the time of appointment a combined capital stock, surplus and undivided

profits of at least $50,000,000 and authorized by law to perform all the duties imposed upon it by this Bond Resolution and the relevant Series Resolutions. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least sixty (60) days notice to the University, the Registrar and the Trustee. The Paying Agent may be removed at any time at the direction of the University, by an instrument filed with the Registrar and the Trustee.

(C) In the event of the resignation or removal of any Paying Agent, said Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

[End of Article XV]

ARTICLE XVI

DEFEASANCE

Section 16.01. Defeasance Generally.

If all of the Bonds issued pursuant to this Bond Resolution, shall have been paid and discharged, then the obligations of the University under this Bond Resolution, the pledge of revenues made hereby, and all other rights granted hereby shall cease and terminate. Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances:

(A) The Trustee, Paying Agent or other custodian authorized by the University shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient money for the payment thereof;

(B) If a default in the payment of the principal of such Bonds or the interest thereon shall have occurred on the stated maturities of such Bonds, and thereafter tender of such payment shall have been made, and the Trustee, Paying Agent or other custodian authorized by the University shall then hold in trust and irrevocably appropriated thereto, sufficient money for the payment thereof to the date of the tender of such payment; or

(C) If the University shall have deposited with the Trustee, Paying Agent or other custodian authorized by the University, in an irrevocable trust, money or Government Obligations, the principal of and interest on which when due (without reinvestment thereof) will provide money which, together with the money, if any, deposited at the same time, shall be sufficient to pay, when due, the principal, interest and premium, if any, due and to become due on and prior to the maturity or, if the University has irrevocably elected to redeem Bonds, on and prior to the redemption date of such Bonds; and the University shall have provided to the Trustee from an independent firm of nationally recognized certified public accountants a report stating the opinion of such firm that the investments purchased for the irrevocable trust on the date of its establishment with amounts deposited therein on the date of its establishment will provide, from maturing principal of and interest earnings thereon and without reinvestment, sufficient amounts to pay as and when due the principal, interest, and premiums, if any, on the defeased Bonds.

Section 16.02. Money to be Held in Trust - When Returnable to the University.

Any money which at any time shall be deposited with the Trustee, Paying Agent or other custodian authorized by the University, by or on behalf of the University, for the purpose of paying and discharging any Bonds or the interest thereon, shall be and is hereby assigned, transferred and set over to the Trustee, Paying Agent or other custodian appointed by the University in trust for the respective Holders of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. But if, through lapse of time or otherwise, the Holders of said Bonds shall no

longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Trustee, Paying Agent or other custodian appointed by the University to forthwith return said funds to the University.

Section 16.03. Deposits With Trustee Subject to Conditions of Article XVI Hereof.

The University covenants and agrees that any money which it shall deposit with the Trustee, Paying Agent or other custodian authorized by the University shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article, and that whenever it shall have elected to redeem Bonds it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Trustee, Paying Agent or other custodian authorized by the University to cause the publication of such notice of redemption in its name and on its behalf.

[End of Article XVI]

ARTICLE XVII

MISCELLANEOUS

Section 17.01. Miscellaneous Insurer Rights.

(A) Notwithstanding any provision of this Bond Resolution to the contrary, (i) each Insurer shall be deemed the exclusive Holder of all Bonds insured by that Insurer, for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies. No rights granted to an Insurer by this Bond Resolution shall be effective at any time that such Insurer is in breach of its obligations under the Municipal Bond Insurance Policy or is subject to bankruptcy or receivership proceedings, and (ii) upon the occurrence of an Event of Default and with respect to all remedies provided herein, (a) the direction to accelerate, or consent to an acceleration, by any Insurer with respect to a Series of Bonds shall result in the acceleration of all Bonds of all Series and (b) any acceleration may be annulled only with the consent of each Insurer of a Series of Bonds.

(B) Any provision of this Bond Resolution expressly recognizing or granting rights in or to Insurers may not be amended in any manner which affects the rights of such Insurers hereunder without the prior written consent of each such Insurer.

(C) To the extent that an Insurer makes payment of the principal of or interest on any Bonds, it shall become the owner and Holder of such Bonds, appurtenant coupons or right to payment of such principal of or interest on such Bonds and shall be fully subrogated to all of the registered Holders' rights thereunder, including the registered Holders' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note Insurer's rights as subrogee on the registration books of the University maintained by the Trustee or Registrar upon receipt of proof from the Insurer as to payment of interest thereon to the registered Holders of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Insurer's rights as subrogee on the registration books of the University maintained by the Trustee or Registrar upon surrender of the Bonds by the registered Holders thereof to the Insurer or its agent.

(D) In the event that the principal of and/or interest on any Bonds shall be paid by the Insurer pursuant to the terms of its Municipal Bond Insurance Policy, (i) such Bonds shall continue to be "Outstanding" under this Bond Resolution and (ii) the assignment and pledge of the Net Revenues and all covenants, agreements and other obligations of the University to the registered Holders shall continue to exist, and the Insurer shall be fully subrogated to all of the rights of such registered Holders in accordance with the terms and conditions of subparagraph (C) above and the Insurer's Municipal Bond Insurance Policy.

(E) The terms and provisions of this Bond Resolution or of any applicable Series Resolution may not be terminated as long as there are any moneys owed to an Insurer

nder such terms and provisions of this Bond Resolution or the applicable Series esolution or any agreement between such Insurer and the University.

ection 17.02. Purpose of Covenants in Bond Resolution.

Every covenant, undertaking and agreement made on behalf of the University, as et forth in this Bond Resolution is made, undertaken and agreed to, for the proper ecuring of the payment of the principal of and interest on the Bonds. Each shall be eemed to partake of the obligation of the contract between the University and the ondholders and shall be enforceable accordingly. In this connection, any provider of a urety bond, letter of credit or similar instrument as contemplated under Section 7.04(D) ereunder may enforce the terms, conditions and obligations under this Bond Resolution s a third party beneficiary hereunder.

ection 17.03. Parties Interested Herein.

Nothing in this Bond Resolution expressed or implied is intended or shall be onstrued to confer upon, or to give to, any person or entity, other than the University, the rustee, a municipal bond insurance company that has insured a Series of Bonds, an suer of a surety bond, letter of credit or similar instrument to fund a Debt Service Reserve und, and the Holders of the Bonds, any right, remedy or claim under or by reason of this ond Resolution or any covenant, condition or stipulation hereof, and all covenants, tipulations, promises and agreements in this Bond Resolution made by and on behalf of ne University shall be for the sole and exclusive benefit of the University, the Trustee, such nunicipal bond insurance company and the Holders of the Bonds.

ection 17.04 Effect of Invalidity of Provisions of Bond Resolution.

If any section, paragraph, clause or provision of the Bond Resolution shall be held nvalid, the invalidity of such section, paragraph, clause or provision shall not affect any of ne remaining provisions of this Bond Resolution.

ection 17.05. Table of Contents and Section Headings Not Controlling.

The Table of Contents and the Headings of the several Articles and Sections of this ond Resolution have been prepared for convenience of reference only and shall not ontrol, affect the meaning of, or be taken as an interpretation of any provision of this Bond esolution.

ection 17.06. Repealing Clause.

All resolutions, or parts thereof, inconsistent herewith be and the same are hereby epealed to the extent of such inconsistencies.

[End of Article XVII]

EXECUTED THIS 1st day of December, 1997.

Chairman, Board of Trustees of Clemson University, South Carolina

Attest:

Secretary, Board of Trustees, Clemson University, South Carolina

A RESOLUTION

PROVIDING FOR THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE REFUNDING BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING ONE HUNDRED FIFTY-THREE MILLION DOLLARS ($153,000,000); AND OTHER MATTERS RELATING THERETO.

SERIES RESOLUTION

April 24, 2026

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BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CLEMSON UNIVERSITY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

As an incident to the adoption of this Series Resolution, and the issuance of the Higher Education Revenue Bonds provided for herein, the Board of Trustees of Clemson University (the "Board of Trustees"), the governing body of Clemson University, South Carolina (the "University") finds, as a fact, that each of the statements hereinafter set forth in this Article I is in all respects true and correct.

(A) The Board of Trustees has made general provision for the issuance from time to time of Higher Education Revenue Bonds of the University (the "Bonds") through the means of a bond resolution adopted on December 1, 1997, entitled "RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF REVENUE BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO" (the "Bond Resolution"). All capitalized terms which are not defined herein shall have the meanings set forth in the Bond Resolution.

(B) It is provided in and by the Bond Resolution that, upon adoption of a "Series Resolution," there may be issued one or more series of Bonds for the purposes of:

(1) providing funds for the financing or refinancing of the costs of the acquisition, construction, reconstruction, renovation and improvement of land, buildings, and other improvements to real property and equipment for the purpose of providing Facilities;

(2) providing funds for the payment of any bond anticipation note or notes issued in order to defray the cost of providing new Facilities or renovating or improving existing Facilities and that were issued in anticipation of the issuance and sale of Bonds;

(3) refunding Bonds or other obligations, the proceeds of which were used to provide for new Facilities or the renovation or improvement of existing Facilities;

(4) funding any Debt Service Reserve Fund (including the purchase of a surety bond, letter of credit or similar instrument credited thereto in lieu of cash as provided herein) or restoring the value of the cash and securities in any Debt Service Reserve Fund to an amount equal to the applicable Reserve Requirement;

(5) capitalizing interest on the Bonds for such period of time as the Board of Trustees may determine; and

(6) paying costs of issuance of Bonds, including any credit enhancement.

(C) Pursuant to the Bond Resolution, the Board of Trustees previously issued its $191,000,000 original principal amount Clemson University, South Carolina Higher Education Revenue Bonds, Series 2015B (the "Series 2015B Bonds").

(D) The Board of Trustees has been advised that under present market conditions the University may be able to realize a financial savings if it were to authorize and issue Bonds and use the proceeds thereof to refund, and if applicable defease, all or a portion of the Series 2015B Bonds subject to optional redemption on and after May 1, 2026 (the "Refunded Bonds"). Under the Enabling Act, the Board of Trustees hereby finds that a savings can be effected through the refunding of the Refunded Bonds (the "Refunding").

(E) The principal amount of refunding bonds required to defease the Refunded Bonds cannot be determined with precision prior to the sale of the proposed refunding bonds. It is currently estimated that approximately $152,273,491.90 of refunding bonds would be required to refund all of the Refunded Bonds. Such amount may vary, either upward or downward, depending on market conditions on the date such refunding bonds are offered for sale. A table illustrative of such savings will be prepared and included as a closing document at the delivery of any Series of Bonds authorized hereby.

(F) Based on the findings made herein, the Board of Trustees has determined it is necessary to authorize the issuance of Bonds in an aggregate principal amount not to exceed $153,000,000 (the "Series 2026 Bonds"), the proceeds of which will be used (i) to refund and, if applicable, defease the Refunded Bonds; and (ii) to pay costs of issuance of the Series 2026 Bonds.

(G) In furtherance of its finding in paragraph (E) above, the Board of Trustees conditions the issuance and delivery of the Series 2026 Bonds on the delivery by an Authorized Officer of a table showing overall, aggregate debt service savings will be realized through the issuance of Series 2026 Bonds and the inclusion of such table in the closing documents of such Series 2026 Bonds.

[End of Article I]

ARTICLE II

DEFINITIONS AND AUTHORITY

Section 2.01 Definitions.

(A) References to this "Series Resolution" means this Series Resolution adopted by the Board of Trustees on this day authorizing the issuance of the Series 2026 Bonds, and any supplements or amendments thereto. All terms which are defined in Article II of the Bond Resolution shall have the same meanings, respectively, in this Series Resolution as such terms are given in the Bond Resolution.

(B) In addition, as used in this Series Resolution, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"Beneficial Owner" shall mean, for any Series 2026 Bond which is held by a nominee, the beneficial owner of such Series 2026 Bond.

"Bond Payment Date" means each May 1 and November 1 on which interest on any Series 2026 Bonds shall be payable or on which both a Principal Installment and interest on the Series 2026 Bonds shall be payable.

"Bond Resolution" means the resolution adopted by the Board of Trustees on December 1, 1997, entitled "RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF REVENUE BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO," as supplemented or amended by this Series Resolution and any other Series Resolution or amendatory Bond Resolution adopted subsequent to the date of the Bond Resolution.

"Continuing Disclosure Undertaking" means that certain Disclosure Dissemination Agent Agreement substantially in the form attached hereto as Exhibit B, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Corporate Trust Office," when used with respect to the Paying Agent and the Registrar, means the office at which the principal corporate trust business of such party shall be administered and to the extent the State Treasurer shall act as the Paying Agent and the Registrar, "Corporate Trust Office" means the Office of the State Treasurer.

"Date of Issue" means, as to a Series of the Bonds authorized by this Series Resolution, the date of delivery of such Series.

"Depository" means The Depository Trust Company or other recognized securities depository selected by the University, which securities depository maintains a book-entry system in respect of the Series 2026 Bonds, and shall include any substitute for or successor to the securities depository initially acting as Depository.

"Depository Nominee" means, as to any Depository, such Depository or the nominee of such Depository in whose name there shall be registered on the registration books maintained by

the Registrar the Series 2026 Bond certificates to be delivered to and immobilized at such Depository during the continuation with such Depository of participation in its book-entry system. Cede & Co. shall serve as the initial Depository Nominee hereunder.

"Escrow Agent" means the entity authorized and designated by the Chief Financial Officer to serve as escrow agent pursuant to one or more escrow deposit agreements pursuant to Section 16.01(C) of the Bond Resolution.

"Governmental Unit" means a state or local governmental unit within the meaning of Section 141(b) of the Code.

"Nongovernmental Person" means any Person other than a Governmental Unit.

"Official Notice of Sale" means the document noticing the sale of the Series 2026 Bonds in connection with a public sale thereof containing the terms and conditions for the sale and award thereof, as established by the Chief Financial Officer and the State Treasurer.

"Official Statement" means any Official Statement of the University to be prepared and distributed in connection with a public sale or private sale for public reoffering and delivery of the Series 2026 Bonds as more particularly described in Section 5.02 hereof.

"Participants" means those broker-dealers, banks, and other financial institutions for which the Depository holds Series 2026 Bonds as depository.

"Person" means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

"Preliminary Official Statement" means the Preliminary Official Statement of the University to be prepared and distributed in connection with a public sale or private sale for public reoffering and delivery of the Series 2026 Bonds, in such form and as approved as more particularly described in Section 5.02 hereof.

"Record Date" means the 15th day of the month preceding any Bond Payment Date.

"Refunded Bonds" means all or a portion of the Series 2015B Bonds that are subject to optional redemption on and after May 1, 2026.

"Series 2015B Bonds" has the meaning given in the recitals hereto.

"Series 2026 Bonds" means Bonds, in one or more Series, of the University authorized and issued pursuant to the Enabling Act, the Bond Resolution, and this Series Resolution.

"Series 2026 Costs of Issuance Fund" means the fund of that name to be established pursuant to Section 4.04 hereof.

"Series 2026 Debt Service Fund" means the Debt Service Fund for the Series 2026 Bonds created pursuant to Section 4.02 hereof.

"Sinking Fund Date" has the meaning given that term in Section 3.06 hereof.

"Taxable Series" means a Series of Series 2026 Bonds so designated by the Chief Financial Officer, the interest upon which is not excludable from income for federal income tax purposes.

Section 2.02 Authority for this Series Resolution.

This Series Resolution is adopted pursuant to the provisions of the Enabling Act and the Bond Resolution.

[End of Article II]

ARTICLE III

AUTHORIZATION AND TERMS OF SERIES 2026 BONDS

Section 3.01 Principal Amount and Designation of Series.

(A) Pursuant to the provisions of the Bond Resolution, there is hereby authorized in one or more Series, Bonds of the University entitled to the benefits, protection, and security of the provisions thereof in an aggregate principal amount not exceeding $153,000,000. Subject to the provisions of paragraph (B) of this Section, such Series of Bonds shall be designated "Clemson University, South Carolina Higher Education Revenue Refunding Bonds, Series 2026."

(B) Notwithstanding anything in this Series Resolution to the contrary, the "Series" designation of the Series 2026 Bonds authorized herein may, prior to the sale thereof, be changed from "2026" to any other year or other alphanumeric designation as may be determined by the Chief Financial Officer in his sole discretion, in order to appropriately distinguish between or among Series of Bonds.

Section 3.02 Purposes.

The Series 2026 Bonds are authorized for the purposes of:

(1) effecting the Refunding; and

(2) paying the costs of issuance of the Series 2026 Bonds.

Section 3.03 Direction to Chief Financial Officer and State Treasurer.

The Chief Financial Officer and the State Treasurer are hereby authorized to effect the issuance of the Series 2026 Bonds upon the terms and conditions set forth herein in an amount necessary to meet the purposes set forth in Section 3.02 hereof as determined by the Chief Financial Officer and the State Treasurer, not exceeding $153,000,000 in aggregate principal amount.

Section 3.04 Maturity Schedule; Interest Payment Dates.

The Series 2026 Bonds shall mature on any Bond Payment Date in the principal amounts and in the years as shall be determined by the Chief Financial Officer and the State Treasurer; provided, that final maturity of the Series 2026 Bonds shall occur no later than that allowed pursuant to the Enabling Act. The Chief Financial Officer and the State Treasurer are authorized to determine which portion of the Series 2026 Bonds shall be serial Bonds and which shall be term Bonds. The Series 2026 Bonds shall bear interest at rates determined in the manner prescribed by Section 3.08 hereof and Article V hereof on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 2026 Bonds shall be payable beginning on the first Bond Payment Date, such first Bond Payment Date to be determined by the Chief Financial Officer and State Treasurer, and semiannually thereafter on each Bond Payment Date of each year until payment of the principal thereof. The interest payable on any Bond Payment Date will be paid to the Persons in whose name the Series 2026 Bonds are registered at the close of business on each Record Date.

Section 3.05 Optional Redemption.

(A) The Chief Financial Officer and the State Treasurer, in their discretion upon advice received, shall determine whether the Series 2026 Bonds shall be subject to redemption prior to maturity at the option of the University, including applicable redemption dates and prices.

(B) In the event that the University shall from time to time, in accordance with the provisions of Section 3.05(A) hereof, elect to redeem Series 2026 Bonds, it shall give notice in accordance with the provisions of the Bond Resolution and this Series Resolution. Such notice shall specify the date fixed for redemption, the amount and maturities of the Series 2026 Bonds which are to be redeemed, and whether such redemption is conditioned on any event.

Section 3.06 Mandatory Sinking Fund Redemption.

(A) Certain of the Series 2026 Bonds, as determined by the Chief Financial Officer and State Treasurer, may be subject to mandatory redemption on such dates (hereinafter, the "Sinking Fund Dates") and under the terms and conditions determined by the Chief Financial Officer and the State Treasurer, through the operation of sinking fund provisions, at the principal amount thereof, plus interest thereon to the redemption date. All other Series 2026 Bonds of such Series shall be Serial Bonds and no Series 2026 Bonds shall be Capital Appreciation Bonds.

(B) If a portion of the Series 2026 Bonds is subject to mandatory sinking fund redemption as provided in Paragraph (A) above, there shall be deposited with the Paying Agent on or before each Sinking Fund Date an amount sufficient to redeem or to pay (after credit as provided below) those principal amounts of Series 2026 Bonds so designated for mandatory redemption on the applicable Sinking Fund Date.

(C) The University, at its option, to be exercised prior to the 45th day immediately preceding any Sinking Fund Date, may:

(1) cause to be paid to the Paying Agent as a prepayment of sums then to become due, such amount of funds as the University may determine, with written instructions to the Paying Agent, signed in the name of the University, to be applied prior to said 45th day to the purchase of Series 2026 Bonds which are subject to mandatory redemption, or

(2) deliver any principal amount of Series 2026 Bonds which are subject to mandatory sinking fund redemption to the Registrar for cancellation, and shall receive a credit in respect of its next ensuing mandatory sinking fund payment for any such Series 2026 Bond which prior to said Sinking Fund Date have been purchased or redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Registrar and not theretofore applied as a credit against any sinking fund payment.

(D) Upon receipt of the funds and instructions specified in Paragraph (C)(1) above, the Paying Agent shall use all reasonable efforts to expend such funds in the purchase of such Series 2026 Bonds, at a price not exceeding the principal amount thereof plus interest accrued to such Sinking Fund Date. Any such funds not so expended by the Paying Agent shall be applied to the

payment of the Series 2026 Bonds maturing on such Sinking Fund Date or returned to the Trustee for the benefit of the University. The Series 2026 Bonds so purchased or presented for cancellation as provided above shall be canceled by the Registrar as provided in Section 4.14 of the Bond Resolution and shall be credited, at their principal amount, until the full amount thereof has been so credited against the next ensuing and future sinking fund payments in chronological order to the extent otherwise payable to the University.

(E) The amount of any such mandatory sinking fund redemptions shall be reduced to the extent Series 2026 Bonds of the applicable maturity have been purchased by the University or redeemed by the University pursuant to any optional redemption provisions, in such manner as the University shall direct, or, absent such direction, on a pro rata basis.

Section 3.07 Partial Redemption.

If less than all of the Series 2026 Bonds are to be redeemed pursuant to any section of this Series Resolution, the Series and maturities of the Series 2026 Bonds to be redeemed shall be selected not less than forty-five (45) days prior to the date fixed for redemption in the manner provided by Section 4.15 of the Bond Resolution.

Section 3.08 Conditions Relating to Naming Interest Rates.

The Series 2026 Bonds shall bear such rate or rates of interest as shall at the sale of such Series 2026 Bonds be determined by the State Treasurer and the Chief Financial Officer to be in the best interests of the University, provided that:

(1) all Series 2026 Bonds of the same maturity and Series shall bear the same rate of interest;

(2) no rate of interest shall exceed 6%;

(3) each interest rate named shall be a multiple of one-eighth (1/8) or one-twentieth (1/20) of one per centum (1%);

(4) any premium offered must be paid in cash as part of the purchase price for the Series 2026 Bonds; and

(5) all other restrictions as may be imposed by the State Treasurer and the Chief Financial Officer (including any modifications of any of Paragraphs (1) and (3) above that are deemed to be in the best interest of the University) prior to the sale of the Series 2026 Bonds shall apply.

Section 3.09 Authentication; Payment of Interest.

(A) Each of the Series 2026 Bonds shall be authenticated on such date as it shall be delivered and shall bear interest from the Date of Issue, if no interest has yet been paid; otherwise from the last Bond Payment Date to which interest has been paid and which Bond Payment Date is on or prior to the authentication date thereof.

(B) The interest on all Series 2026 Bonds shall be paid by check or draft mailed from the Corporate Trust Office of the Paying Agent to the person in whose name the Series 2026 Bond is registered at the close of business on the applicable Record Date. Any Holder of $1,000,000 or more in principal amount of Series 2026 Bonds shall be entitled by written request to the Paying Agent (which notice shall be valid for all future payments until rescinded) to direct that any payments of interest on such Series 2026 Bonds be transmitted to such Holder by wire transfer. Such request shall provide the Paying Agent with specific direction as to the manner of making such payment.

Section 3.10 Denomination; Numbering.

The Series 2026 Bonds shall be issued in the denomination of $5,000 or any multiple thereof, not exceeding the principal amount of the Series 2026 Bonds maturing in such year. Each Series 2026 Bond shall be numbered by the Registrar in such a fashion as to reflect the fact that it is one of the Series 2026 Bonds, and to identify the Holder thereof on the books kept by the Registrar. The initial maturity of the Series 2026 Bonds shall be numbered R-1, and thereafter sequentially "R-" numbered for identification.

Section 3.11 Appointment of Trustee; Maintenance of Paying Agent and Registrar.

(A) The State Treasurer is hereby appointed to act as Trustee under this Series Resolution. The State Treasurer shall signify its acceptance of the duties of the Trustee under this Series Resolution and the Bond Resolution upon delivery of the Series 2026 Bonds.

(B) As long as any Series 2026 Bonds remain Outstanding, the University shall maintain a Paying Agent and a Registrar therefor, and any successor or substitute Paying Agent and Registrar shall be selected in accordance with Article XV of the Bond Resolution. The Series 2026 Bonds shall be presented for payment, and notices and demands to or upon the Trustee and the University in respect to the Series 2026 Bonds may be served, at the Corporate Trust Office of the Paying Agent. The Series 2026 Bonds shall be presented for registration of transfers and exchanges in accordance with the provisions of the Bond Resolution at the Corporate Trust Office of the Registrar.

Section 3.12 Form of Bonds.

The Series 2026 Bonds shall be substantially in the form attached hereto as Exhibit A, with such changes, modifications, or amendments from such form as the Chief Financial Officer and State Treasurer shall, upon advice of Bond Counsel, approve. The execution of the Series 2026 Bonds in accordance with the Bond Resolution and delivery of such Series 2026 Bonds being conclusive evidence of the approval of such changes, modifications, and amendments.

Section 3.13 Execution.

The Series 2026 Bonds shall be executed and authenticated in accordance with the applicable provisions of the Bond Resolution.

Section 3.14 No Recourse.

All covenants, stipulations, promises, agreements, and obligations of the University contained in the Bond Resolution or in this Series Resolution shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the University and not those of any officer or employee of the University in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series 2026 Bonds or for any claim based thereon or on the Bond Resolution or on this Series Resolution, either jointly or severally, against any officer or employee of the University or any person executing the Series 2026 Bonds.

Section 3.15 Book-Entry System.

Unless otherwise determined by the Chief Financial Officer and the State Treasurer prior to the sale of any Series of Series 2026 Bonds, Series 2026 Bonds will be eligible securities for the purpose of the book-entry system of transfer maintained by the Depository, and transfers of beneficial ownership of the Series 2026 Bonds shall be made only through the Depository and its Participants in accordance with rules specified by the Depository. Such beneficial ownership must be of a $5,000 principal amount of the Series 2026 Bonds of the same maturity and Series or any integral multiple of $5,000, with each increment of $5,000 being separately of a single maturity.

The Series 2026 Bonds shall be issued in fully registered form, and, if issued as book-entry-only securities, shall be issued in one certificate for each of the maturities of the Series 2026 Bonds, in the name of Cede & Co., as Depository Nominee. When any principal of, premium, if any, or interest on the Series 2026 Bonds becomes due, the Trustee shall cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to the Depository Nominee as long as it is owner of record on the applicable Record Date. The Depository Nominee shall be considered to be the owner of the Series 2026 Bonds so registered for all purposes of this Series Resolution, including, without limitation, payments as aforesaid and receipt of notices and exercise of rights of Series 2026 Bond owners. If the book-entry system of transfer is maintained for the Series 2026 Bonds, the Trustee shall notify the Depository of any notice of redemption required to be given pursuant to this Series Resolution not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption.

The Depository is expected to maintain records of the positions of Participants in the Series 2026 Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Series 2026 Bonds. The University makes no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the University shall have no responsibility for any such maintenance of records of transfer or payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

If (a) the Depository determines not to continue to act as Depository for the Series 2026 Bonds, or (b) the University has advised the Depository of the University's determination that the Depository is incapable of discharging its duties, the University shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the University of the Series 2026 Bonds together with an assignment duly executed by the Depository, the University shall execute and deliver to the successor depository, Series 2026 Bonds of the same principal amount, interest rate and maturity.

If the University is unable to retain a qualified successor to the Depository or the University has determined that it is in the best interest of the University not to continue the book-entry system of transfer or that the interest of the Beneficial Owners of the Series 2026 Bonds might be adversely affected if the book-entry system of transfer is continued (the University undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Series 2026 Bonds by mailing an appropriate notice to the Depository, upon receipt by the University of the Series 2026 Bonds together with an assignment duly executed by the Depository, the University shall execute, and cause to be authenticated and delivered pursuant to the instructions of the Depository, Series 2026 Bonds in fully registered form, in substantially the form set forth in this Series Resolution, and in denominations of $5,000 or any integral multiple thereof.

The Chief Financial Officer and the State Treasurer shall determine the Paying Agent and Registrar for the Series 2026 Bonds, prior to the sale thereof, which shall remain such so long as the Series 2026 Bonds are maintained in the book-entry system.

Section 3.16 No Reserve Requirement and Required Finding.

No Reserve Requirement shall be established in connection with the Series 2026 Bonds. To the extent any existing Bonds have a Reserve Requirement, it has currently been met and will be met at the time of issuance of the Series 2026 Bonds.

Section 3.17 Selection of Refunded Bonds; Use of Moneys in Debt Service Funds; Escrow Deposit Agreement.

All or any portion of the Refunded Bonds may be refunded with the proceeds of Series 2026 Bonds issued from time to time, as determined by the Chief Financial Officer and the State Treasurer. Such Refunded Bonds shall be redeemed on the date or dates that the Chief Financial Officer and the State Treasurer shall determine.

The Chief Financial Officer is authorized to execute and deliver one or more escrow deposit agreements with the Escrow Agent, to call Refunded Bonds or provide for the same in the escrow deposit agreement, and cause the publication of a notice of redemption for the Refunded Bonds at the appropriate time, in accordance with the Bond Resolution and Series Resolutions authorizing the Refunded Bonds. The Chief Financial Officer is hereby authorized to enter into, execute and deliver all agreements, certificates and instruments necessary to effect the redemption, and defeasance if applicable, of the Refunded Bonds as contemplated hereunder, and take any further action as may be necessary to effect the same.

Moneys on deposit in the 2015B Debt Service Fund as were established pursuant to the Series Resolutions authorizing the Refunded Bonds, necessary to comply with the Code and in the discretion of the Chief Financial Officer, may be used to redeem Refunded Bonds.

[End of Article III]

ARTICLE IV

DISPOSITION OF PROCEEDS

Section 4.01 Disposition of Proceeds of Series 2026 Bonds.

(A) Upon the delivery of any Series 2026 Bonds, the net proceeds thereof shall be applied as follows:

(1) the amount determined necessary by the Chief Financial Officer and the State Treasurer, shall be applied to refund or defease, as applicable, Refunded Bonds; and

(2) all remaining amounts shall be deposited to the Series 2026 Costs of Issuance Fund to defray the costs of issuance of the Series 2026 Bonds.

(B) Neither the purchaser of the Series 2026 Bonds nor any Holder of the Series 2026 Bonds shall be liable for the proper application of the proceeds of the Series 2026 Bonds.

Section 4.02 Establishment and Funding of Series 2026 Debt Service Fund.

The Board of Trustees hereby establishes the Series 2026 Debt Service Fund pursuant to and for the purposes set forth in Section 7.03 of the Bond Resolution.

Section 4.03 No Series 2026 Debt Service Reserve Fund.

No debt service reserve fund shall be established in connection with the Series 2026 Bonds.

Section 4.04 Establishment and Funding of Series 2026 Costs of Issuance Fund.

There is hereby established to provide for the disposition of funds to pay the costs of issuance of the Series 2026 Bonds, in accordance with Paragraph (14) of Section 4.01 of the Bond Resolution, the Series 2026 Costs of Issuance Fund, to be held, maintained, and controlled by the Trustee. Disbursements shall be made at the request of the Chief Financial Officer. The costs of issuance of the Series 2026 Bonds, shall be paid therefrom. Ninety days following the date of delivery of the Series 2026 Bonds, or on such earlier date as all applicable costs of issuance have been paid, the Trustee shall transfer all remaining sums to the Series 2026 Debt Service Fund.

[End of Article IV]

ARTICLE V

AUTHORIZATION TO SELL AND AWARD THE SERIES 2026 BONDS

Section 5.01 Manner of Sale.

(A) The Series 2026 Bonds shall be sold at public or private sale, including a negotiated sale for public reoffering, on such terms as the Chief Financial Officer and the State Treasurer shall determine to be in the best interest of the University. If sold pursuant to a public sale, the Series 2026 Bonds shall be advertised for sale by publication of a notice, which may be abbreviated from the Official Notice of Sale, in a newspaper of general circulation in the State or in *The Bond Buyer* (a financial journal published in New York, New York). The Official Notice of Sale as a part of any such public sale shall be in substantially the form used by the University and the State Treasurer with respect to issues of revenue bonds.

(B) If the Series 2026 Bonds are to be sold pursuant to negotiation, such Series 2026 Bonds shall be sold to a financial underwriter or underwriters selected by the Chief Financial Officer and the State Treasurer pursuant to the terms of a contract of purchase, the form of which is to be approved by the Chief Financial Officer and the State Treasurer, and executed on behalf of the University by the Chief Financial Officer, upon advice of Bond Counsel. The terms of the Series 2026 Bonds as set forth in such contract of purchase shall be as determined by the Chief Financial Officer and the State Treasurer in accordance with the provisions of Section 3.04 hereof.

Section 5.02 Distribution of Official Statement.

The Chief Financial Officer is hereby authorized to cause to be prepared a Preliminary Official Statement with respect to the offering and sale of the Series 2026 Bonds and, subsequent to the sale of the Series 2026 Bonds, a final Official Statement. The Chief Financial Officer, or his designee, is hereby authorized to deem final the Preliminary Official Statement pursuant to United States Securities and Exchange Commission Rule 15c2-12.

Section 5.03 Award of the Series 2026 Bonds.

If sold pursuant to a public sale, upon receipt of bids for the Series 2026 Bonds, the Chief Financial Officer and the State Treasurer shall, and they are hereby authorized to, award the Series 2026 Bonds to the bidder offering the lowest interest cost therefor, the method of calculation of which shall be set forth in the Official Notice of Sale and determined at the discretion of the Chief Financial Officer and the State Treasurer, without further action on the part of the Board of Trustees if the Chief Financial Officer and the State Treasurer shall determine that it is in the interest of the University to make such award.

Section 5.04 Combined Sales.

If the Chief Financial Officer and the State Treasurer deem it prudent, the Series 2026 Bonds may be sold on the same date as other series of revenue bonds of the University and with other Bonds as a single Series of Bonds.

[End of Article V]

ARTICLE VI

CERTAIN TAX AND DISCLOSURE MATTERS

Section 6.01 Compliance with the Code.

(A) General Tax Covenant. The University will comply with all requirements of the Code in order to preserve the tax-exempt status of the Series 2026 Bonds, including without limitation, (i) the requirement to file Form 8038-G, *Information Return for Tax-Exempt Government Obligations*, with the Internal Revenue Service, and (ii) the requirement to rebate certain arbitrage earnings to the United States Government pursuant to Section 148(f) of the Code. In this connection, the University covenants to execute any and all agreements or other documentation as it may be advised by Bond Counsel will enable it to comply with Sections 6.01 and 6.02 hereof, including its certification on reasonable grounds that the Series 2026 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code.

(B) Tax Representations. The University hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2026 Bonds to become includable in the gross income of the Holders thereof for federal income tax purposes pursuant to the provisions of the Code and the United States Treasury Regulations (the "Regulations"). Without limiting the generality of the foregoing, the University represents and covenants that:

(1) All property financed or refinanced with the proceeds of the Series 2026 Bonds will be owned by the University or another Governmental Unit so long as the Series 2026 Bonds are Outstanding in accordance with the rules governing the ownership of property for federal income tax purposes.

(2) The University shall not use, and will not permit any party to use, the proceeds of the Series 2026 Bonds, or any Bonds refunded thereby, in any manner that would result in (i) ten percent or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any Nongovernmental Person, (ii) five percent or more of such proceeds being considered as having been used directly or indirectly in any trade or business of any Nongovernmental Person that is either "unrelated" or "disproportionate" to the governmental use of the financed facility by the University or by any other Governmental Unit (as the terms "unrelated" and "disproportionate" are defined for purposes of Section 141(b)(3) of the Code) or (iii) five percent or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any Nongovernmental Person.

(3) The University is not a party to, and will not enter into or permit any other party to enter into, any contract with any person involving the management of any facility financed or refinanced with the proceeds of the Bonds or by notes paid by the Bonds that does not conform to the guidelines set forth in Revenue Procedure 2017-13, or a successor revenue procedure, Code provision or Regulations.

(4) The University will not sell, or permit any other party to sell, any property financed or refinanced with the Series 2026 Bonds to any person unless it obtains an opinion of nationally recognized bond counsel that such sale will not affect the tax-exempt status of the Series 2026 Bonds.

(5) The Series 2026 Bonds will not be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 6.02 Arbitrage Covenant; Authorization to Execute Tax Certificate.

(A) Arbitrage Bonds, Rebate. The University covenants that no use of the proceeds of the sale of any Series 2026 Bonds shall be made which, if such use had been reasonably expected on the Date of Issue of such Series 2026 Bonds would have caused Series 2026 Bonds to be "arbitrage bonds" as defined in the Code, and to that end the University shall:

(1) comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code, so long as Series 2026 Bonds are Outstanding;

(2) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code and Regulations relating to required rebate of certain amounts to the United States Government;

(3) make such reports of such information at the time and places required by the Code and Regulations; and

(4) take such other action as may be required to assure that the tax-exempt status of the Series 2026 Bonds will not be impaired.

(B) Tax Certificate. The Chief Financial Officer is hereby authorized and directed to execute, at or prior to delivery of any Series of Series 2026 Bonds, a certificate or certificates specifying actions taken or to be taken by the University, and the reasonable expectations of such official, with respect to such Series of Bonds, the proceeds thereof, or the University.

Section 6.03 Taxable Series.

The Chief Financial Officer is hereby authorized to designate all or a portion of the Series 2026 Bonds as a Taxable Series. In such event, the above Sections 6.01 and 6.02 shall not apply to such Taxable Series.

Section 6.04 Continuing Disclosure.

(A) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended ("Section 11-1-85"), the University will file with a central repository for availability in the secondary bond market when requested:

(1) An annual independent audit of the University within 30 days of the receipt of the audit; and

(2) Event specific information within 30 days of an event adversely affecting more than five percent of the revenues of the Facilities.

The only remedy for failure by the University to comply with the covenant in the above paragraph shall be an action for specific performance of such covenant. The University specifically reserves the right to amend or delete such covenant to reflect any change in or repeal of Section 11-1-85, without the consent of any Bondholder.

(B) In addition, if the Series 2026 Bonds are sold using an Official Statement such that the execution of a continuing disclosure undertaking is necessary in connection with the issuance of the Series 2026 Bonds, the University hereby covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Undertaking, in substantially the form attached hereto as Exhibit B. Notwithstanding any other provision of this Series Resolution, failure of the University to comply with the Continuing Disclosure Undertaking shall not be considered an event of default under the Bond Resolution or this Series Resolution, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the University to comply with its obligations under this paragraph.

[End of Article VI]

ARTICLE VII

MISCELLANEOUS

Section 7.01 Severability.

If any one or more of the covenants or agreements provided in this Series Resolution on the part of the University, the State Treasurer, the Trustee, the Paying Agent or the Registrar to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Series Resolution.

Section 7.02 Table of Contents and Section Headings Not Controlling.

The Table of Contents and the Headings of the several Articles and Sections of this Series Resolution have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Series Resolution.

Section 7.03 Repealing Clauses.

All resolutions, or parts thereof, inconsistent herewith, be and the same are hereby rescinded and repealed to the extent of such inconsistencies.

Section 7.04 Series 2026 Bonds Issued as Multiple Series.

In the event Series 2026 Bonds are sold in more than one Series, separate funds and accounts shall be created and maintained for each Series of Series 2026 Bonds and appropriate numeric or alphanumeric designations shall be established so as to appropriately account for the funds established pursuant to Article IV hereof, as contemplated by Article VII of the Bond Resolution. Notwithstanding anything in this Series Resolution to the contrary, in the event that Series 2026 Bonds are sold in more than one Series, all references in this Series Resolution to Series 2026 Bonds shall, as the context may require, be read as referring to the applicable Series of Series 2026 Bonds.

Section 7.05 Combining of Series 2026 Bonds and Previously Authorized Bonds.

Notwithstanding anything contained in this Series Resolution to the contrary, if so determined by the Chief Financial Officer and the State Treasurer, in their discretion and upon the determination that it would be in the best interest of the University, the Series 2026 Bonds may be combined with any other Bonds of the University for sale. If the Chief Financial Officer and the State Treasurer deem it prudent, Series 2026 Bonds may be sold with other Bonds as a single Series of Bonds or as multiple Series of Bonds.

[End of Article VII]

DONE IN MEETING DULY ASSEMBLED this 24th day of April 2026.

CLEMSON UNIVERSITY, SOUTH CAROLINA

(SEAL)

Kim A. Wilkerson, Chair
Board of Trustees of Clemson University

Attest:

April Purvis, Executive Secretary
Board of Trustees of Clemson University

EXHIBIT A

FORM OF BOND

CLEMSON UNIVERSITY, SOUTH CAROLINA
HIGHER EDUCATION REVENUE REFUNDING BONDS,
SERIES 202__

No. R-___

Interest Rate	Maturity Date	Date of Issue	CUSIP

Registered Holder: CEDE & CO.

Principal Amount: _____ DOLLARS ($_____)

CLEMSON UNIVERSITY, SOUTH CAROLINA (the "University"), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above, or registered assigns, the Principal Amount stated above, on the Maturity Date set forth above, unless this bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at the Corporate Trust Office of _____, in the in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such Principal Amount at the Interest Rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the University with respect to the payment of such Principal Amount shall be discharged.

This bond bears interest from the ____ 1 or the ____ 1 to which interest has been paid next preceding the authentication date hereof, unless the authentication date hereof is a ____ 1 or a ____ 1, in which event this bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided that if the authentication date hereof precedes ____ 1, 202_, or if the University shall fail to pay interest on ____ 1, 202_, then this bond will bear interest from ____ 1, 202_. Interest on this bond is payable on ____ 1 and ____ 1 of each year beginning ____ 1, 202_. The interest so payable on any ____ 1 or ____ 1 will be paid to the person in whose name this bond is registered at the close of business on the 15th day of the _____ or on the 15th day of the _____ next preceding such ____ 1 or ____ 1, respectively (the "Record Date").

Interest hereon is payable by check or draft mailed at the times provided herein from the office of the Paying Agent to the person in whose name this bond is registered on the Record Date at the address shown on the registration books kept by _____, in the _____, State of _____ (the "Registrar"). The principal of, redemption premium, if any, and interest on this bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This bond is one of an issue of $_____ aggregate principal amount Clemson University, South Carolina Higher Education Revenue Refunding Bonds, Series 202__ dated _____, 202_ (the "Series 202__ Bonds") of like tenor, except as to numbering, rate of interest, date of maturity, and redemption provisions, issued pursuant to and in accordance with the Constitution and statutes of the State of South Carolina (the "State"), and in particular Title 59, Chapter 147 as supplemented by Title 11, Chapter 21 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act"), a bond resolution entitled "RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF REVENUE BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO" duly adopted by the Board of Trustees of Clemson University (the "Board of Trustees") on December 1, 1997 (the "Bond Resolution"), and a Series Resolution entitled "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE REFUNDING BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING ONE HUNDRED FIFTY-THREE MILLION DOLLARS ($153,000,000); AND OTHER MATTERS RELATING THERETO" duly adopted by the Board of Trustees on April 24, 2026 (the "Series Resolution" and together with the Bond Resolution, the "Resolution"), for the purpose of providing funds (i) to effect the Refunding (as defined in the Resolution), and (ii) to pay certain costs of issuance of the Series 202__ Bonds.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Resolution. Certified copies of the Resolution are on file at the Corporate Trust Office of the Paying Agent and at the office of the Secretary of State of South Carolina.

So long as Cede & Co., as nominee of The Depository Trust Company, is the Registered Holder of the Bonds, references in this Bond to the Bondholders or Registered Holders of the Bonds shall mean Cede & Co. and shall not mean the beneficial owners.

Both the principal of and interest on this bond, as the same shall become due, are payable solely from the Net Revenues and Additional Funds. Such pledge of Net Revenues and Additional Funds is on a parity in all respects with each pledge previously given by the University to secure certain outstanding bonds issued pursuant to the Bond Resolution (the "Outstanding Bonds").

The Resolution authorizes the issuance of additional bonds ("Additional Bonds") on a parity with the Series 202__ Bonds and the Outstanding Bonds which, when issued in accordance with the provisions of the Bond Resolution, will rank equally and be on a parity therewith (the Series 202__ Bonds, the Outstanding Bonds, and any Additional Bonds, collectively, the "Bonds").

THIS BOND SHALL NOT IN ANY EVENT CONSTITUTE AN INDEBTEDNESS OF THE STATE WITHIN THE MEANING OF ANY PROVISION, LIMITATION OR RESTRICTION OF THE CONSTITUTION OR STATUTES OF THE STATE. THE FAITH AND CREDIT OF THE STATE ARE NOT PLEDGED FOR THE PAYMENT OF PRINCIPAL OR INTEREST ON THE SERIES 202__ BONDS. THE UNIVERSITY IS NOT OBLIGATED TO PAY THIS BOND, OR THE INTEREST HEREON, SAVE AND EXCEPT FROM NET REVENUES AND THE ADDITIONAL FUNDS.

No member of the Board of Trustees, nor any person required by the provisions of the Resolution to sign the Bonds, shall be liable thereon.

The University has covenanted in the Resolution to continuously operate and maintain the Facilities and to fix and maintain such rates for the use of the Facilities as shall at all times be sufficient, together with the receipts of Additional Funds, (a) to provide for the payment of the expenses of the administration and operation and such expenses for maintenance of the Facilities as may be necessary to preserve the same in good repair and condition, (b) to maintain all Debt Service Funds and thus provide for the punctual payment of the principal of and interest on all then Outstanding Bonds, (c) to maintain any Debt Service Reserve Fund at the level of its respective Reserve Requirement, in the manner prescribed in the Bond Resolution or applicable Series Resolution, (d) to provide for the payment of any Junior Lien Bonds that may from time to time be Outstanding, (e) to provide a reserve for contingencies and for improvements, renovations and expansions of the Facilities other than those necessary to maintain the same in good repair and condition, (f) to pay all amounts owing under a reimbursement agreement with any provider of a debt service reserve fund funding substitute as contemplated under the Bond Resolution, and (g) to discharge all obligations imposed by the Enabling Act and the Bond Resolution.

The Resolution provides that, in addition to other remedies, upon a default in payment of principal of or interest on any Bond, the Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall, declare all Bonds Outstanding immediately due and payable.

The Series 202__ Bonds maturing on and prior to _____ 1, 20__, are not subject to optional redemption prior to their stated maturities.

The Series 202__ Bonds maturing after _____1, 20__, may be redeemed prior to their respective maturities at the option of the University on and after _____1, 20__, in whole or in part at any time, and, if in part, in those maturities designated by the University (but only in integral multiples of $5,000) upon 30 days written notice at the principal amount thereof and the interest accrued on such principal amount to the date fixed for redemption.

The Series 202__ Bonds maturing on _____1, 20__, are subject to mandatory sinking fund redemption commencing _____1, 20__, and will be redeemed (to the extent not previously redeemed) at one hundred percent (100%) of the principal amount, plus interest accrued to the redemption date, on May 1 of each of the following years in the respective amounts for each year specified below:

_____ 1 of the Year	Amount

[*] Final maturity.

The amount of the mandatory sinking fund redemptions prescribed above shall be reduced to the extent Series 202__ Bonds of the applicable maturity have been purchased by the University

or redeemed by the University pursuant to the optional redemption provisions set forth above, in such manner as the University shall direct, or, absent such direction, on a pro rata basis.

If any of the Series 202__ Bonds, or portions thereof, are called for redemption, the Trustee shall cause the Registrar to give notice to the Paying Agent and to the Holders of any such Series 202__ Bonds to be redeemed, in the name of the University, of the redemption of such Series 202__ Bonds, or portions thereof, which notice will specify the Series 202__ Bonds and maturities to be redeemed, whether the notice is conditioned on any event, the redemption date, the redemption price and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 202__ Bonds are to be redeemed, the numbers of such Series 202__ Bonds so to be redeemed, and, in the case of Series 202__ Bonds to be redeemed in part only, such notice will also specify the respective portions of the principal amount thereof to be redeemed. Such notice will be given by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty nor more than sixty days prior to the date fixed for redemption to any Paying Agent or Agents and the Holder of each Series 202__ Bond to be redeemed, at the address shown on the registration books; provided, however, that failure to give such notice by mail, or any defect in the notice mailed to the Holder of any Series 202__ Bond, shall not affect the validity of the proceedings for the redemption of any other Series 202__ Bond. Provided funds for their redemption are on deposit with the Trustee or any Paying Agent, all Series 202__ Bonds so called for redemption will cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding.

If less than all of the Series 202__ Bonds are to be redeemed, the particular Series 202__ Bonds to be redeemed shall be in such order of maturity as selected by the University. In the event of redemption of less than all of the Series 202__ Bonds of any maturity, the Series 202__ Bonds or portions of Bonds of such maturity to be redeemed shall be selected by the Registrar by lot. Series 202__ Bonds in a denomination of more than $5,000 may be redeemed in part from time to time in one or more units of $5,000 in the manner provided in the Resolution.

The Series 202__ Bonds are issuable only as fully registered bonds without coupons in denominations of $5,000 or any multiple thereof not exceeding the principal amount of the Series 202__ Bonds maturing in each year.

This bond is transferable, at the times and as otherwise provided in the Resolution, only upon the registration books kept for that purpose at the office of the Registrar by the Holder in person or by his duly authorized attorney, upon (i) surrender of this Series 202__ Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney and (ii) payment of the charges, if any, prescribed in the Resolution. Thereupon a new fully registered Series 202__ Bond or Series 202__ Bonds of like maturity, interest rate, and redemption provisions and in a like aggregate principal amount will be issued to the transferee in exchange therefor as provided in the Resolution. The University and the Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of the Series 202__ Bonds, the University, the Paying Agent and the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

This bond is being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each date on which Series 202__ Bonds are stated to mature is being issued and is required to be deposited with the Depository (as defined in the Bond Resolution) and immobilized in its custody. The book-entry system will evidence positions held in this bond by the Depository's Participants (as described in the Series Resolution), beneficial ownership of the Series 202__ Bonds in the principal amount of $5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Depository and its Participants pursuant to rules and procedures established by the Depository and its Participants.

This bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer and certain franchise taxes.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and statutes of the State to exist, be performed, or happen precedent to or in the issuance of this bond, exist, have been performed and have happened, that the amount of this bond, together with all other indebtedness of the University, does not exceed any limit prescribed by such Constitution or statutes.

This bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, the University has caused this bond to be signed by the Chair of the Board of Trustees of Clemson University, its corporate seal to be impressed hereon, and the same to be attested by the Executive Secretary of the Board of Trustees of Clemson University.

CLEMSON UNIVERSITY, SOUTH CAROLINA

(SEAL)

_____
Chair
Board of Trustees of Clemson University

Attest:

_____
Executive Secretary
Board of Trustees of Clemson University

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 202__ Bonds of the issue described in the within mentioned Resolution.

[_____], as Registrar

By: _____
Authorized Signatory

Authentication Date: _____, 202_

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

(please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond of and all rights and title thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with fun power of substitution in the premises.

Date:_____

_____

NOTE: The signature to this assignment must correspond with the name(s) on the face of the foregoing bond in every particular, without alteration.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("Stamp") or similar program.

The following abbreviations shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --	as tenants in common	UNIF GIFT MIN ACT _____ Custodian _____
TEN ENT --	as tenants by the entireties	(Cust) (Minor)
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	Under Uniform Gift to Minors Act of the State of _____

Additional abbreviations may be used though not in the list above.

EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of _____, 20__ is executed and delivered by Clemson University (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to assist the Issuer in processing certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

"Bonds" means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event

notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

"Disclosure Representative" means Sherri Rowland or Dionne Simmons, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Failure to File Event" means the Issuer's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule, as may be amended, as a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed in Exhibit A.

"Trustee" means the institution, if any, identified as such in the document under which the Bonds were issued.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 20__. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form

attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, if any, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"

2. "Non-Payment related defaults, if material;"

3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"

4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"

5. "Substitution of credit or liquidity providers, or their failure to perform;"

6. "Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices

or determinations with respect to the tax status of the Bonds, or other material IRS notices or events affecting the tax status of the Bonds;"

7. "Modifications to rights of securities holders, if material;"

8. "Bond calls, if material, and tender offers;"

9. "Defeasances;"

10. "Release, substitution, or sale of property securing repayment of the securities, if material;"

11. "Rating changes;"

12. "Bankruptcy, insolvency, receivership or similar event of the obligated person;"

13. "The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;"

14. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"

15. "Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and

16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."

(v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section

7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. "amendment to continuing disclosure undertaking;"

2. "change in obligated person;"

3. "notice to investors pursuant to bond documents;"

4. "certain communications from the Internal Revenue Service;" other than those communications included in the Rule;

5. "secondary market purchases;"

6. "bid for auction rate or other securities;"

7. "capital or other financing plan;"

8. "litigation/enforcement action;"

9. "change of tender agent, remarketing agent, or other on-going party;" and

10. "other event-based disclosures;"

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) hereof (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. "quarterly/monthly financial information;"

2. "change in fiscal year/timing of annual disclosure;"

3. "change in accounting standard;"

4. "interim/additional financial information/operating data;"

5. "budget;"

6. "investment/debt/financial policy;"

7. "information provided to rating agency, credit/liquidity provider or other third party;"

8. "consultant reports;" and

9. "other financial/operating data."

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the financial and statistical information provided in the Official Statement under the headings: [BELOW LIST IS SUBJECT TO CHANGE]

(i) [THE FACILITIES – Description of the Facilities;
(ii) SUMMARY OF NET REVENUES;
(iii) TUITION AND FEES – University Fee Receipts;
(iv) THE UNIVERSITY AND ITS OPERATIONS; GENERAL FINANCIAL INFORMATION – Summary of Current Funds Revenues, Expenditures, and Changes in Fund Balance;
(v) THE UNIVERSITY AND ITS OPERATIONS; GENERAL FINANCIAL INFORMATION – Budget for Fiscal Year 201_-1_;
(vi) OUTSTANDING DEBT OF THE UNIVERSITY – Debt Service Coverage; and
(vii) OUTSTANDING DEBT OF THE UNIVERSITY - Composite Debt Service.]

(b) Audited Financial Statements as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then unaudited financial statements, prepared in accordance with Generally Accepted Accounting Principles as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document

incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing disclosure undertaking related to the Bonds, the Issuer is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The Issuer will reserve the right to modify form time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer will agree that any such modification will be done in a manner consistent with the Rule.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person;

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later

than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. The Issuer will provide the Dissemination Agent with the CUSIP numbers for the (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the

Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) hereof to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or

official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, if any, for the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Dissemination Agent Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By:_____
Name:_____
Title:_____

CLEMSON UNIVERSITY, as Issuer

By:_____
Name:_____
Title:_____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	Clemson University
Obligated Person(s)	Clemson University
Name of Bond Issue:	Higher Education Revenue Refunding Bonds, Series 20__
Date of Issuance:	_____, 20__
Date of Official Statement	_____, 20__

CUSIP Numbers:

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer	Clemson University
Obligated Person(s)	Clemson University
Name of Bond Issue:	Higher Education Revenue Refunding Bonds, Series 20__
Date of Issuance:	_____, 20__
Date of Disclosure Agreement:	_____, 20__
CUSIP Number:	_____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Dissemination Agent Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____].

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Issuer

_____

cc:

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: Clemson University

Issuer's Six-Digit CUSIP Number:

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material, and tender offers;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11.____"Rating changes;"
12.____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
13.____"Merger, consolidation, or acquisition of the obligated person, if material;"
14._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
15._____"Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and
16._____"Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
315 East Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____, 20__, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name: Clemson University

Issuer's Six-Digit CUSIP Number:

_____

or Nine-Digit CUSIP Number(s) of the obligations to which this notice relates:

_____

Number of pages attached: _____

____ Description of Voluntary Event Disclosure (Check One):

1.____"amendment to continuing disclosure undertaking;"
2.____"change in obligated person;"
3.____"notice to investors pursuant to bond documents;"
4.____"certain communications from the Internal Revenue Service;"
5.____"secondary market purchases;"
6.____"bid for auction rate or other securities;"
7.____"capital or other financing plan;"
8.____"litigation/enforcement action;"
9.____"change of tender agent, remarketing agent, or other on-going party;" and
10.___"other event-based disclosures."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____Title: _____

Digital Assurance Certification, L.L.C.
315 East Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____, 20__, between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name: Clemson University

Issuer's Six-Digit CUSIP Number:

_____

or Nine-Digit CUSIP Number(s) of the obligations to which this notice relates:

_____

Number of pages attached: _____

____ Description of Voluntary Financial Disclosure (Check One):

1._____"quarterly/monthly financial information;"
2._____"change in fiscal year/timing of annual disclosure;"
3._____"change in accounting standard;"
4._____"interim/additional financial information/operating data;"
5._____"budget;"
6._____"investment/debt/financial policy;"
7._____"information provided to rating agency, credit/liquidity provider or other third party;"
8._____"consultant reports;" and
9._____"other financial/operating data."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____Title: _____

Digital Assurance Certification, L.L.C.
315 East Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

A RESOLUTION

APPROVING THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE REFUNDING BONDS OF CLEMSON UNIVERSITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $153,000,000; AND OTHER MATTERS RELATING THERETO

As an incident to the adoption of this resolution (this "Resolution"), the South Carolina State Fiscal Accountability Authority (the "Authority") recites the following:

WHEREAS, the Board of Trustees of Clemson University (the "Board of Trustees"), the governing body of Clemson University, South Carolina (the "University"), is authorized by Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act") to make provision for the issuance of higher education revenue bonds ("Higher Education Revenue Bonds") for the purpose of financing or refinancing in whole or in part the cost of the acquisition, construction, reconstruction, renovation and improvement of land, buildings and other improvements to real property and equipment for the purpose of providing facilities serving the needs of the University including, but not limited to, dormitories, apartment buildings, dwelling houses, bookstores and other stores operated by the University, laundry, dining halls, cafeterias, parking facilities, student recreational, entertainment and fitness related facilities, inns, conference and other nondegree educational facilities and similar auxiliary facilities of the University and other facilities which are auxiliary to any of the foregoing, excluding, however, athletic department projects which primarily serve varsity athletic teams of the University (the "Facilities") and to issue bonds payable from the operation, sale, lease, or other disposition of the Facilities in order to finance such construction and improvements.

WHEREAS, on December 1, 1997, the Board of Trustees adopted a resolution entitled "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF REVENUE BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, AND OTHER MATTERS RELATED THERETO" (the "Bond Resolution"), as a means of providing for the issuance from time to time of Higher Education Revenue Bonds of a particular series pursuant to the provisions of a series resolution of the Board of Trustees, provided all conditions required by the Bond Resolution are met. Pursuant to the Bond Resolution, the Board of Trustees previously issued and there remain outstanding Higher Education Revenue Bonds of the University.

WHEREAS, on April 24, 2026, the Board of Trustees adopted a series resolution entitled "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE REFUNDING BONDS OF CLEMSON UNIVERSITY, SOUTH CAROLINA, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING ONE HUNDRED FIFTY-THREE MILLION DOLLARS ($153,000,000); AND OTHER MATTERS RELATING THERETO" (the "Series Resolution") authorizing the issuance of Higher Education Revenue Refunding Bonds (the "Refunding Bonds") to effect a refunding of all or a portion of the May 1, 2027 through May 1, 2046 maturities of the $191,000,000 original principal amount Clemson University, South Carolina Higher Education Revenue Bonds, Series 2015B (the "Refunding").

WHEREAS, the Series Resolution authorized the use of proceeds of the Refunding Bonds (i) to effect the Refunding, and (ii) to pay the costs of issuance of the Refunding Bonds.

WHEREAS, the Board of Trustees has determined that under certain market conditions debt service savings may be obtained by effecting the Refunding, and the University has requested the Authority to approve at this time the issuance by the University of the Refunding Bonds, and other matters related thereto, all as set forth in the Series Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH CAROLINA STATE FISCAL ACCOUNTABILITY AUTHORITY, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

The Bond Resolution and the Series Resolution, each in the form adopted by the Board of Trustees, have been presented to the Authority.

Section 1.02 Defined Terms.

Any capitalized term used in this Resolution, but not defined herein, shall have the meaning ascribed to such term in the Bond Resolution or the Series Resolution.

ARTICLE II

AUTHORIZATION FOR THE ISSUANCE AND SALE OF THE REFUNDING BONDS

Section 2.01 Authorization for Refunding Bonds.

The Authority hereby approves and authorizes the issuance and sale of the Refunding Bonds in an aggregate principal amount not to exceed $153,000,000 at public or private sale in accordance with and subject to the terms of the Series Resolution, including a negotiated sale for public reoffering as authorized in Article III and Article V thereof.

Section 2.02 Effective Date.

On the basis of the foregoing and after due consideration of the facts above recited and other matters appurtenant thereto, this Resolution has been adopted.

Dated: June 16, 2026.

POPE FLYNN
GROUP

Pope Flynn, LLC
1411 Gervais Street, Suite 300
Post Office Box 11509 (29211)
Columbia, SC 29201

MAIN 803.354.4900
FAX 803.354.4899
www.popeflynn.com

_____, 20__

Board of Trustees of Clemson University
Clemson, South Carolina

Re: $_____ Clemson University, South Carolina Higher Education Revenue Refunding Bonds, Series 20__

Ladies and Gentlemen:

We have acted as bond counsel to Clemson University (the "University") in connection with the issuance by the University of its $_____ Higher Education Revenue Refunding Bonds, Series 20__ (the "Series 20__ Bonds"). The Series 20__ Bonds are issued by the University pursuant to a bond resolution adopted by the Board of Trustees of the University (the "Board of Trustees") on December 1, 1997 (the "Bond Resolution"); a series resolution adopted by the Board of Trustees on April 24, 2026 (the "Series Resolution," and together with the Bond Resolution, the "Resolution"); an approving resolution adopted by the State Fiscal Accountability Authority on June 16, 2026; and the Constitution and statutes of the State of South Carolina, including particularly Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act"). Each capitalized term used herein and not otherwise defined has the meaning given such term in the Resolution. Under the Resolution, both the principal of and interest on the Series 20__ Bonds, as the same shall become due, are payable solely from the Net Revenues and Additional Funds.

Regarding questions of fact material to our opinion, we have relied on the representations of the University contained in the Resolution, and in the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The University is validly existing as a body politic and corporate and an institution of higher learning of the State of South Carolina, with the power to adopt the Resolution, perform the agreements on its part contained therein, and issue the Series 20__ Bonds.

2. The Resolution has been duly adopted by the Board of Trustees, and constitutes a valid and binding agreement of the University enforceable against the University.

3. The Resolution creates a valid lien on the Net Revenues and the Additional Funds pledged by the Resolution for the security of the Series 20__ Bonds on a parity with other Bonds issued or to be issued under the Resolution.

4. The Series 20__ Bonds have been duly authorized and executed by the University and are valid and binding limited obligations of the University, payable solely from the Net Revenues and the Additional Funds as provided in the Resolution. The purposes to which the proceeds of the Series 20__ Bonds will be applied are authorized by the Enabling Act. The Series 20__ Bonds do not constitute a general indebtedness of the University or an indebtedness of any kind of the State of South Carolina.

5. Under existing law, assuming continuing compliance with certain covenants made by the University to satisfy pertinent requirements of the Internal Revenue Code of 1986, as amended (the

"Code"), and the applicable regulations promulgated thereunder, and the accuracy of certain representations of the University, interest on the Series 20__ Bonds (i) is excluded from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals under the Code. Such interest is, however, taken into account in determining the annual adjusted financial statement income of certain applicable corporations (as defined in Section 59(k) of the Code) for the purpose of determining the application of the 15-percent alternative minimum tax imposed on the adjusted financial statement income of such corporations.

6. Under existing law, both the Series 20__ Bonds and the interest thereon are exempt from all taxation by the State of South Carolina, its counties, municipalities, and school districts, except estate, transfer, and certain franchise taxes. Interest on the Series 20__ Bonds is currently subject to the tax imposed on banks by Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, which is enforced by the South Carolina Department of Revenue as a franchise tax.

The rights of the holders of the Series 20__ Bonds and the enforceability of the Series 20__ Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, whether considered at law or in equity, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We express no opinion herein regarding the accuracy, adequacy, or completeness of the official statement with respect to the Series 20__ Bonds, or regarding the perfection or priority of the lien on the Net Revenues and the Additional Funds created under the Resolution (or any other document or instrument mentioned herein). Further, we express no opinion regarding tax consequences arising with respect to the Series 20__ Bonds other than as expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

Pope Flynn, LLC

POPE FLYNN
GROUP

Pope Flynn, LLC
1411 Gervais Street, Suite 300
Post Office Box 11509 (29211)
Columbia, SC 29201

MAIN 803.354.4900
FAX 803.354.4899
www.popeflynn.com

June 16, 2026

South Carolina State Fiscal Accountability Authority
Columbia, South Carolina

Re: Not Exceeding $153,000,000 Clemson University Higher Education Revenue Refunding Bonds

Ladies and Gentlemen:

We are acting as bond counsel to Clemson University (the "Issuer") in connection with the proposed issuance by the Issuer of the above-referenced bonds (the "Bonds"). At your request, we are delivering this opinion in connection with the Issuer's request to the South Carolina State Fiscal Accountability Authority (the "SFAA") dated May 12, 2026 (the "Petition"), to approve the issuance of the Bonds pursuant to the South Carolina Constitution and Acts of the General Assembly of the State of South Carolina, including particularly Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as amended (the "Act") for the purposes of (i) using the proceeds thereof to refund, and if applicable defease, all or a portion of the Clemson University, South Carolina Higher Education Revenue Bonds, Series 2015B subject to optional redemption on and after May 1, 2026; (ii) paying the costs of issuance of the Bonds, including the premium on any Municipal Bond Insurance Policy or debt service reserve fund funding substitute; and (iii) paying the principal of and interest on any Series 2026 Notes (as defined in the Petition) whether at maturity or early redemption.

In that capacity, we have examined originals or copies of the Petition, the Bond Resolution duly adopted on December 1, 1997, by the Board of Trustees of the University (the "Board of Trustees"), a Series Resolution duly adopted by the Board of Trustees on April 24, 2026 (the December 1, 1997 resolution together with the April 24, 2026 resolution, the "Bond Resolution"), and a proposed resolution of the SFAA in the form submitted as part of the Petition (the "SFAA Resolution") as well as such other records and documents as we deem necessary or appropriate in rendering the opinions set forth herein (the "Other Records," and together with the Bond Resolution, the "Transaction Documents").

In rendering the opinion expressed below, we have relied solely on our examination of the Transaction Documents. We have not made any investigation as to any factual matter or as to the accuracy or completeness of any representation, warranty, data, or any other information, whether written or oral, that may have been made by or on behalf of the Issuer, the SFAA or the parties to any of the documents related to the Bonds.

In giving the opinions hereinafter expressed, we do not purport to be experts in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction other than the federal laws of the United States of America and the laws of the State of South Carolina, and the opinions are limited to the federal laws of the United States of America and the laws of the State of South Carolina.

Based on our examination and assumptions stated herein and subject to the stated qualifications and limitations, we are of the opinion on the date hereof that, under existing law:

1. The Transaction Documents contain the facts, information, and findings necessary to support the findings made by the proposed SFAA Resolution.

2. The Transactions Documents contain the facts, information, and findings necessary for the SFAA to approve the proposed SFAA Resolution; provided, however, we express no opinion about the SFAA's performance of its (i) duty of care, loyalty, good faith, or oversight, (ii) business judgement, (iii) expression of public policy, or (iv) undertaking as it relates to the evaluation of the creditworthiness or the ability of the Issuer to pay bondholders of the Bonds, if any.

3. The Transaction Documents comply with the requirements of the Act related to the SFAA approval.

4. If adopted in the form provided as part of the Petition, the SFAA Resolution complies with the applicable requirements of the Act relating to SFAA approval necessary for the issuance of the Bonds.

Except as set forth herein, we express no opinion in connection with the issuance and sale of the Bonds. The opinion expressed above is rendered solely for your benefit in considering the approval of the issuance of the Bonds under the Act. The opinion may neither be relied on by you for any other purpose, nor be used, quoted, or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinion expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

Pope Flynn, LLC

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 16, 2026 ITEM NUMBER 14

AGENCY: University of South Carolina

SUBJECT: Not Exceeding $40,000,000 of General Obligation State Institution Refunding Bonds of the State of South Carolina (Issued on Behalf of the University of South Carolina)

The Authority is asked to adopt a resolution making provision for the issuance and sale of not exceeding $40,000,000 of General Obligation State Institution Refunding Bonds of the State of South Carolina (Issued on Behalf of the University of South Carolina).

The proceeds of the bonds will be used for the purposes of: (i) effecting a refunding of all or a portion of the maturities of the $15,190,000 originally principal amount General Obligation State Institution Bonds (Issued on Behalf of the University of South Carolina), Series 2014A (the "Series 2014A Bonds") and $56,725,000 original principal amount General Obligation State Institution Bonds (Issued on Behalf of the University of South Carolina), Series 2015A (the "Series 2015A Bonds" and together with the Series 2014A Bonds, the "Refunded Bonds"); and (ii) paying the costs of issuance of the Bonds.

WITHDRAWN

AUTHORITY ACTION REQUESTED:

Adopt a resolution making provision for the issuance and sale of not exceeding $40,000,000 of General Obligation State Institution Refunding Bonds of the State of South Carolina (Issued on Behalf of the University of South Carolina).

ATTACHMENTS:

5/12/2026 Pope Letter; SFAA Resolution; NDIF

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 16, 2026 ITEM NUMBER 15

AGENCY: University of South Carolina

SUBJECT: Not Exceeding $118,000,000 of University of South Carolina Athletic Facilities Revenue Bonds Refunding Series 2026

The Authority is asked to adopt a resolution making provision for the issuance and sale of not exceeding $118,000,000 of University of South Carolina Athletic Facilities Revenue Bonds Refunding Series 2026.

The proceeds of the bonds will be used for the purposes of: (i) providing the amount necessary, together with other funds available to the University, to pay the costs of refunding all or a portion of its Athletic Facilities Revenue Bonds, Series 2015, Refunding Series 2016A, Series 2017A and Refunding Series 2017B (together, the "Refunded Bonds"); (ii) funding the Series 2026 Debt Service Reserve Fund, if any, or purchasing a debt service reserve fund substitute, if any; and (iii) paying certain costs and expenses relating to the issuance of the Series 2026 Bonds, including a municipal bond insurance premium, if any.

AUTHORITY ACTION REQUESTED:

Adopt a resolution making provision for the issuance and sale of not exceeding $118,000,000 of University of South Carolina Athletic Facilities Revenue Bonds Refunding Series 2026.

ATTACHMENTS:

5/12/2026 Seezen Letter; SFAA Resolution; NDIF

BURR & FORMAN

Michael Seezen
mseezen@burr.com
Direct Dial: (803) 753-3257
Direct Fax: (803) 933-1541

1221 Main Street
Suite 1800
Columbia, SC 29201

Mailing Address
Post Office Box 11390
Columbia, SC 29211

Office (803) 799-9800
Fax (803) 753-3278

BURR.COM

May 12, 2026

Via Email

Mr. Delbert H. Singleton, Jr.
Secretary
State Fiscal Accountability Authority
601 Wade Hampton Office Building
Columbia, SC 29201

Re: Proposed Not Exceeding $118,000,000 University of South Carolina (the "University") Athletic Facilities Revenue Bonds, in one or more series, to be designated Refunding Series 2026

Dear Delbert:

In connection with the June 16, 2026 meeting of the State Fiscal Accountability Authority ("SFAA"), the following documents have been filed on the SFAA's File Drop System today:

- Bond Transmittal Form;
- New Debt Information Form (separately submitted by the University);
- SFAA Petition (including General Bond Resolution and Series 2026 Series Resolution);
- Form of SFAA Resolution;
- SFAA Reliance Opinion;
- Bond Summary; and
- Form of Bond Counsel Opinion.

Please let us know if you have questions or need additional documentation.

Very truly yours,

Michael J. Seezen

MJS
cc: Ed Walton, Executive Vice President for Administration and Chief Financial Officer, University of South Carolina
Kevin O'Brien, Director, Debt Management Division, Office of State Treasurer

OFFICE OF STATE TREASURER

New Debt Information Form (NDIF) - Initial Form

SFAA Approval Date: 12/09/25 Final Version Date:

1. AGENCY/ISSUER & FINANCING INFORMATION

Agency #: H27 Issuer: University of South Carolina Series: 2026

Borrower (if not Issuer):

Bond Caption: Athletic Facilities Revenue Refunding Bonds - Series 2026 and 2027

Bond Resolution Amount: $118,000,000.00 Est. Production/Par Amt: $112,491,175.55

(Used to calculate initial COI percentages; STO bond issues must use Par Amt *)*

Final Production/Par Amt: $0.00

Submitted By:

ENTITY	University of South Carolina
BY:	Mandy Kibler
ITS:	Associate VP for Finance
Tel:	803-777-2123
Email:	kiblerm@email.sc.edu

Transaction Type/Method of Sale:

X	Public Offering:	Competitive:		Negotiated:	X
	Direct Placement:	Competitive:		Negotiated:	
	Governmental Loan/Governmental Purchaser				
	Other:				

MSRB (EMMA) Continuing Disclosure Requirement (Y/N): Y

MSRB (EMMA) Continuing Disclosure Responsible Party: University of South Carolina - Mandy Kibler

2. FINANCING (NEW PORTION)

Project #: Project Name:

Project Address/Location: Amount:

Project Type: County:

Projected Avg Interest Rate: Final Maturity:

3. FINANCING (REFUNDED PORTION)

Series to be Refunded	Refunded Maturities	Principal Refunded	IR of Refunded Bds	Est. Yield of Refunding Bds	Est NPV Svgs. ($)	Est NPV Svgs. (% of Ref. Bds)
and 2017B	2027-2047	$ 109,725,000.00	4.42%	3.77%	$ 5,622,130.72	8.43%
					$	
					$	
	Total	**$ 109,725,000.00**	*********	*********	**$ 5,622,130.72**	

4. FINANCING WORKING GROUP

Financial Advisor:	PFM Financial Advisors, LLC	Disclosure Counsel:	Howell Linkous & Nettles, LLC
Bond Counsel:	Burr Forman	Issuer's Counsel:	Terry Parham
Underwriter:	JP Morgan	Trustee:	State Treasurer's Office
Paying Agent:	U.S. Bank Trust Company NA	Other:	

5. FINANCING/PROJECT DESCRIPTION

(Briefly, explain the financing/project, the anticipated costs, & the basis for these cost estimates. Use an attachment if needed)

The bonds will provide proceeds necessary to effect a current refunding of the remaining uncalled maturities of the University's Athletic Facilities Revenue Bonds, Series 2015, Refunding Series 2016A, Series 2017A and Refunding Series 2017B. The Series 2015 and 2016A Bonds are currently callable and the Series 2017A and 2017B Bonds are callable on and after May 1, 2027. Costs of issuance of the bonds are calculated at the anticipated par amount of the bonds in accordance with the approved fee schedule for counsel, published schedules of rating agencies, past experience, and to take into account that certain items may not be known until the pricing of the bonds and will vary with market conditions. Costs of issuance as listed in Section 8 and Section 9 assume a stand-alone issuance. The Office of State Treasurer may issue the bonds as part of a larger transaction to reduce costs if appropriate.

6. FINANCING/PROJECT APPROVAL DATES

Financing Approvals		Notes:
Issuer/Borrower Approval:	04/24/26	Board of Trustees
JBRC Approval:	06/16/26	N/A
SFAA Approval:	06/16/26	Proposed

Project Approvals - Phase II (State Entities Only)		Notes:
Issuer/Borrower Approval:	N/A	N/A
JBRC Approval:	N/A	N/A
SFAA Approval:	N/A	N/A

7. TAX AND ARBITRAGE MATTERS & SPEND DOWN SCHEDULE

	Yes	No
a. Is any portion of the project, once completed, to be managed by a third-party pursuant to a management contract? (if yes, please attach copy)		X
b. Will any third-party payments (from support organizations, private entities or the federal government) related to the facility, however indirectly, be used to pay debt service on the bonds?		X

c. If yes to any of the above, please provide a square footage and cost estimate of the portion affected.

Sq. Footage -

Cost Estimate - $0

	Bond Proceeds	FYE	Spend Down Schedule Notes
Est. Expenditures - Through 6 Months	$ 109,725,000.00	6/30/2027	Redemption price/escrow deposit and costs of issuance.
Est. Expenditures - Through 12 Months	$		
Est. Expenditures - Through 18 Months	$		
Est. Expenditures - Through 24 Months	$		
Est. Expenditures - Through 36 Months	$		
Est. Expenditures - Through 48 Months	$		
- Estimated Expenditures: Thru FY:	**$ 109,725,000.00**		

8. ESTIMATED/ACTUAL PROJECT SOURCES AND USES

Sources	Est. Project Budget (Sources)		Est. Project Budget (Uses)	Uses
(1) Bond Proceeds: (a) Par	$ 102,795,000.00		$	Project Fund
(b) Premium/Accr. Int.	$ 9,696,117.55		$	Capitalized Interest Fund
(2) Issuer/Borrower Contr.	$		$	Debt Service Reserve Fund
(3) Debt Service Fund Trans.	$		$ 111,615,400.81	Redemption Price/Escrow Deposit
(4) Debt Service Reserve			$ 872,468.75	Cost of Issuance (Incl. UW Disc.)
Fund Contribution	$		$	Accrued Interest
(5) Other (Specify)			$ 3,247.99	Additional Proceeds
Type -	$		$	Other
Type -	$		$	Other
(6) SCHFDA MFHRB Sources			$	Other
(a) LIHTC	$		$	Other
(a) State Housing TC	$		$	Other
(c) Owner's Equity/Other	$		$	Other
Total Project Sources	**$ 112,491,117.55**		**$ 112,491,117.55**	**Total Project Uses**
		Surplus/Deficit	**$ -**	

9. ESTIMATED/ACTUAL BOND COI EXPENDITURES *(** Added COI entities beyond the following need an attached description *)*

COI Entity	Selected COI Vendor	Vendor #	Engagement Date (w/Engagement Ltr Attached)	Est. Fee For Services	Act. Fee For Services	($ △)
Financial Advisor	PFM Financial Advisors			$ 112,795.00	$	$ 112,795.00
Bond Counsel	Burr Forman			$ 112,795.00	$	$ 112,795.00
Disclosure Counsel	Howell Linkous & Nettles			$ 51,397.50	$	$ 51,397.50
Issuer's Counsel	Terry Parham				$	$
Underwriter's Counsel	Maynard Nexsen			$ 25,698.75	$	$ 25,698.75
Transaction Counsel				$	$	$
Legal Expenses				$	$	$
				$	$	$
Rating Agency - S&P				$	$	$
Rating Agency - Moody's				$ 135,000.00	$	$ 135,000.00
Rating Agency - Fitch				$	$	$
Underwriter's Compensation	Barclays			$ 359,782.50	$	$ 359,782.50
Registrar / Paying Agent	U.S. Bank Trust Company			$ 30,000.00	$	$ 30,000.00
Dissemination Agent	DAC			$ 5,000.00	$	$ 5,000.00
Accountant				$	$	$
Verification Agent					$	$
Printing	Image Master			$ 20,000.00	$	$ 20,000.00
Publishing				$	$	$
Advertising				$	$	$
Contingency				$ 20,000.00	$	$ 20,000.00
Issuer's Fee	SC JEDA / SC SHFDA			$	$	$
				$ 872,468.75	**$**	**$ 872,468.75**

Est. / Actual COI Fees (% of Transaction):

Financial Advisor: % of Transaction	*0.10%*	*#DIV/0!*
Bond Counsel: % of Transaction	*0.10%*	*#DIV/0!*
Total Legal Costs: % of Transaction	*0.17%*	*#DIV/0!*
Rating Agencies: % of Transaction	*0.12%*	*#DIV/0!*

UW Comp: % of Transaction	0.32%	#DIV/0!
Other COI: % of Transaction	0.07%	#DIV/0!
Total COI: % of Transaction	**0.78%**	**#DIV/0!**

BOND TRANSMITTAL FORM

TO: Delbert H. Singleton, Jr., Authority Secretary
State Fiscal Accountability Authority
1333 Main Street, Suite 700 (29201)
P.O. Box 12444
Columbia, SC 29211

DATE: 5/12/2026

Submitted for SFAA Meeting on: 6/16/2026

FROM: Burr & Forman LLP

1221 Main Street, 18th Floor
Columbia, SC 29201
803.799.9800

RE: N/e $118,000,000 University of South Carolina Athletic Facilities Revenue Bonds, Refunding Series 2026

Project Name: Click or tap here to enter text.

Documents enclosed (executed original and two copies of each):

(ALL documents required for state law approval; A and C only for ceiling allocation only; must check J or K)

A. ☒ Petition
B. ☒ Resolution or Ordinance
C. ☐ Inducement Resolution or comparable preliminary approval
D. ☒ State Fiscal Accountability Authority Resolution and Public Notice *(original)*
Plus 2 *copies for certification and return to bond counsel*
E. ☒ Draft bond counsel opinion letter
F. ☒ Signed SFAA Reliance letter[1]
G. ☐ DPH Certificate of Need (C.O.N.)
H. ☒ Bond Information Report OR Bond Summary[2]
I. ☐ Processing Fee
Amount: $Click or tap here to enter text. *Check No:* Click or tap here to enter text.
Payor: Click or tap here to enter text.

Must check (J) or (K) below:

J. ☒ No Private Participant[3] will be known at the time the Authority considers this agenda item.
K. ☐ This agenda item is accompanied by the applicable Private Party Disclosure form for each private participant.

Bond Counsel: Michael J. Seezen
Burr & Forman LLP

By: _____
(Signature of Responsible Attorney)

[1] The standard form SFAA Reliance Letter is available upon request.
[2] Submit a Bond Information Report if required by the Policies and Guidance for Establishment and Maintenance of Permanent Improvement Projects, January 2018 (See Page 24). If, and only if, a Bond Information Report is not required, submit a Bond Summary. The standard Bond Summary form is available upon request.
[3] For the definition of Private Participant, refer to the Private Participant Disclosure forms, which are, available upon request.

Bond Summary

June 16, 2026 State Fiscal Accountability Authority Meeting

(Not Exceeding $118,000,000 of University of South Carolina Athletic Facilities Revenue Bonds, Refunding Series 2026)

A. Executive Overview

1. Bonds

(a) Not exceeding $118,000,000 principal amount of University of South Carolina Athletic Facilities Revenue Bonds, Refunding Series 2026 (the "Series 2026 Bonds")

(b) Revenue Bonds

(c) Approval sought (i) to issue the Series 2026 Bonds, in one or more series, (ii) to issue Athletic Facilities Revenue Bond Anticipation Notes (the "BANs") in anticipation of the Series 2026 Bonds, and (iii) to refund all or a portion of the University's outstanding Athletic Facilities Revenue Bonds, Series 2015, Refunding Series 2016A, Series 2017A and Refunding Series 2017B (the "Refunded Bonds"). The Refunded Bonds financed or refinanced the following improvements:

2015: a new football indoor practice facility, which will includes restrooms, training rooms and storage, at the west end of the former South Carolina State Farmers Market site, improvements to the University's Williams-Brice Football Stadium Plaza (outside the facility) and Athletic Village, a new Soccer Building, improvements to the Track and Field Complex, and modifications to the Field House

2016A: refunded the 2008A bonds, which financed the baseball stadium

2017A: an approximately 105,000 square foot Football Operations Facility, located at the west end of Gamecock Park and adjacent to the Indoor Football Practice Facilities

2017B: (1) refunded 2008/2009 notes, which financed the acquisition of the old Farmer's Market property that became parking/tailgate space across the street from Williams-Brice Stadium and funded an Academic Enrichment Center (the "Dodie") consisting of approximately 35,000 gross square feet of instructional, study, meeting and support space to be used by all university athletes for academic advancement

(2) funded various athletic facilities, including a garage and maintenance facility, facilities infrastructure, coaches support building, and spring sports venues

(d) The Series 2026 Bonds would be issued pursuant to the authorization of the Constitution and Statutes of the State of South Carolina (the "State"), and in particular Act No. 518 of the 1980 Session of the General Assembly of the State of South Carolina, as amended by Act No. 545 of 1986, Act No. 302 of 1996, Act No. 6 of 1997, Act No. 182 of 2005, Act No. 17 of 2007 and Act No. 214 of 2024, as the same may be further amended from time to time (the "Enabling Act"), a resolution adopted by the Board of Trustees of the University (the "Board of Trustees") on October 19, 2001, entitled: "A Resolution Providing For The Issuance And Sale Of Athletic Facilities Revenue Bonds Of The University Of South Carolina, And Other Matters Relating Thereto", as amended and supplemented (as so amended and supplemented, the "Bond Resolution") and a series resolution adopted by the Board of Trustees on April 24, 2026 (the "Series Resolution" and, together with the Bond Resolution, the "Resolution"). The BANs, if issued, would be issued under the authorization of the Constitution and Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended, and the Resolution. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Resolution.

(e) No ceiling allocation is requested.

2. Project

Not applicable.

B. Plan of Finance

1. Source of Funds and Collateral

The Series 2026 Bonds are special obligations of the University and are payable solely from, and secured by a pledge of, "a special source, which source does not involve revenues from any tax" within the meaning of Article X, Section 13 of the State Constitution, namely the Net Revenues of the University's Athletic Department (the "Athletic Department") and the gross receipts from the imposition by the University of the Admissions Fee and the Special Student Fee (as such terms are defined below). Upon the issuance of the Series 2026 Bonds, such pledge shall be on a parity in all respects with the pledges previously given by the University securing the payment of the outstanding Athletic Facilities Revenue Bonds and the pledges to be given by the University in the future to secure the payment of any additional parity Athletic Facilities Revenue Bonds issued pursuant to the Bond Resolution.

The term "Net Revenues" means all Revenues (as defined below) remaining after payment of the operating and maintenance expenses of the Athletic Department and the Athletic Facilities but before provision is made for depreciation, amortization, nonmandatory transfers, and interest expenses of the Athletic Department for a given fiscal year.

The term "Revenues" means (i) all revenues or other income received by the Athletic Department from the operation of the Athletic Department and the Athletic Facilities, including without limitation amounts received from the sale of tickets for and guarantees with respect to intercollegiate athletic events, from any athletic conference (collectively, the "Conference") with respect to the University's share of proceeds from Conference members' television and bowl appearances, from the University's participation in Conference and National Collegiate Athletic Association tournaments, from rentals of executive boxes at Athletic Facilities, from sales of game programs and concessions, or commissions therefrom, from the University's sports radio and television rights, from corporate sponsorships, and from license fees, (ii) all gifts, bequests, contributions, and donations received by the Board of Trustees or the University from any persons, including from any University-sanctioned athletic booster organization, for use in connection with the operations of the Athletic Department, (iii) any other unrestricted revenues of the Athletic Department not otherwise pledged that may be made applicable by the Board of Trustees to the payment of the principal of and interest on Bonds including such revenues which may fall into the category of non-mandatory transfers as such term is used in generally accepted accounting principles, and (iv) all income from the investment of the above; but excluding:

(a) gifts, bequests, contributions and donations restricted to a particular purpose inconsistent with their use for the payment of the principal, premium or interest on Bonds;
(b) the proceeds of any borrowings;
(c) State appropriations of any sort; and
(d) investment income restricted to a purpose inconsistent with the payment of operating expenses of the Athletic Department or debt service on Bonds including (whether or not so restricted) interest earned on any construction fund or construction account created with the proceeds of borrowing by the University.

The term "Athletic Facilities" means all of the facilities of the University designated from time to time by the Board of Trustees as intercollegiate athletic facilities, including any facilities providing support

for facilities where intercollegiate events are held, including without limitation any related infrastructure and any administration, maintenance, practice, training, physical therapy, and related facilities of the Athletic Department, whether now owned or hereafter acquired by the University.

The term "Admissions Fee" means a specially designated fee or charge authorized by the Enabling Act (which is in addition to other charges) (i) imposed upon each person in attendance at a football game in Williams-Brice Stadium from whom an admission charge is required, excluding students admitted as a result of student fees paid to the University for a regular academic session, and (ii) imposed, at the discretion of the Board of Trustees, upon each person admitted to any event held at any other of the Athletic Facilities so designated by the University, excluding students permitted to use such Athletic Facilities as a result of student fees paid to the University for a regular session for the purpose of providing funds to assist in the repayment of the Bonds. Admissions Fee receipts are not considered Revenues of the Athletic Department.

The Admissions Fee imposed at Williams-Brice Stadium is $15 per ticket sold. The Admissions Fee imposed at the Colonial Life Arena (the "Arena") is $4 and $1 per ticket sold for all basketball games of the men's and women's teams, respectively, to be played in the Arena.

The term "Special Student Fee" means the fee authorized by the Enabling Act to be established by the Board of Trustees and imposed upon each person in attendance at any regular academic session (excluding Summer sessions) of the University who is enrolled in a sufficient number of classes or courses for which credit is given toward any degree offered by the University to be classified as a regular full-time student in order to provide funds to assist in the repayment of Bonds. Special Student Fee receipts are not considered Revenues of the Athletic Department. For the current academic year, the Special Student Fee is $52 per semester (except Summer sessions) or $104 per year for each full-time student at the Columbia Campus. The current fee amounts have been in effect since the 2007-2008 academic year.

2. Remedies Against the State

Article XIII of the Bond Resolution provide for the circumstances under which an event of default may occur, which includes among other things, non-payment of principal and interest requirements of any bonds issued thereunder, including junior lien bonds of which there are none outstanding.

Article XIV of the Bond Resolution provides for the remedies available to bondholders following an event of default, which includes acceleration of all bonds issued under the Bond Resolution or pursuing legal remedies, including specific performance, against the University. Generally, the ability to enforce remedies is vested in the Trustee (the South Carolina State Treasurer) which may pursue remedies in its discretion but can be required to do so upon request of the holders of at least 25% in principal amount of outstanding bonds issued under the Bond Resolution.

3. Limits, Duration, and Preconditions

The Enabling Act limits the amount of outstanding bonds issued and outstanding under the Bond Resolution to $500 million, which was increased from $200 million during the 2024 legislative session. The Bond Resolution also contains two "additional bonds tests" (ABT) which contractually limits the amount of Bonds the University may issue.

The first ABT under the Bond Resolution provides that, in order for the University to issue parity Bonds under the Bond Resolution, the University must demonstrate that the net revenues of the Athletics Department, together with collections of Admissions Fee and Special Student Fees (collectively, the "Pledged Revenues"), for the most recently completed fiscal year for which audited financial statements

have been prepared, is at least 110% of the maximum annual debt service on the outstanding Bonds and Bonds proposed to be issued. The Bond Resolution permits some adjustments to be made to these calculations for changes in rates and fees which have been adopted or gone into effect since the beginning of the fiscal year so tested, as well as assumptions based on amortization schedules, interest rates and capitalized interest on Bonds. For the fiscal year ended June 30, 2025, the Pledged Revenues were $14,372,703 (defined herein as the "Prior FY Pledged Revenues"). The maximum annual debt service on all outstanding and proposed Bonds (including the Series 2026 Bonds and the authorized but unissued debt) is shown in the column entitled "Composite Debt Service" in the tables following Part F (Debt Tables). The University would not expect to rely upon this ABT to issue the Series 2026 Bonds.

The second ABT contemplated by the Bond Resolution permits parity Bonds to be issued to refund outstanding Bonds without meeting the first ABT if, at the time of issuance, the annual principal and interest requirements of the refunding Bonds does not exceed the annual principal and interest requirements of the refunded Bonds; in other words, the refunding would produce a debt service savings. The issuance of the Series 2026 Bonds for the purposes described above is presently anticipated to generate an aggregate debt service savings of $(60,621,482) or, on a net present value (NPV) basis, aggregate savings of $(5,622,130.72) and an NPV savings as a percentage of Refunded Bonds of 8.43%, all as shown in the column entitled "Debt Service Savings (Estimated)" in the first table following Part F (Debt Tables). The University would expect to rely upon this ABT to issue the Series 2026 Bonds.

C. Related Entities and Transactions

The Gamecock Club, the University's world-class booster club, is directly involved in securing pledges and commitments of capital gifts from donors and season ticket holders related to the Athletic Facilities.

D. Other Resolutions; Custom and Practice; Oversight and Delegation

1. Authorizing Resolutions

General Bond Resolution was adopted by USC Board of Trustees on October 19, 2001; Series Resolution for the proposed Series 2026 Bonds was adopted by USC Board of Trustees on April 24, 2026.

The resolution authorizing the proposed Series 2026 Bonds has not received SFAA approval.

2. Custom and Practice

Identify and explain any material variation in the transaction documents or approval processes from custom and practice established by prior borrowings (e.g., bonds, BANs, bank loans) of this type for the applicable agency, or indicate there are none.

None

Bond Summary

June 16, 2026 **State Fiscal Accountability Authority Meeting**

(Not Exceeding $118,000,000 of University of South Carolina Athletic Facilities Revenue Bonds, Refunding Series 2026)

3. Oversight and Delegation

Summarize any assignment of post-approval oversight duties to any Authority members or staff effected by the transaction documents, or indicate there are none. Summarize any delegation of the Authority's powers or duties effected by the transaction documents, or indicate there are none.

Other than certain approvals and determinations required of the State Treasurer in connection with the issuance of the Series 2026 Bonds and certain ongoing responsibilities consistent with his role as Trustee for the Series 2026 Bonds, no post-approval oversight is prescribed for Authority members or staff.

The post-approval oversight duties of the State Treasurer are as follows, organized by section of the Bond Resolution or Series Resolution:

(1) Chief Financial Officer and the State Treasurer are authorized to:

(a) Effect issuance of Series 2026 Bonds in one or more tax-exempt or taxable series (Series Resolution, § 3.03)

(b) Determine maturity schedule of Series 2026 Bonds, including principal amounts and maturity dates, interest rates and interest payment dates and initial date of issuance (Series Resolution, § 3.04)

(c) Determine need for and terms of optional redemption and mandatory sinking fund redemption (Series Resolution, §§ 3.04, 3.05)

(d) Determine authorized denominations of Series 2026 Bonds (Series Resolution, § 3.09)

(e) Determine the form of Series 2026 Bonds, including changes, modifications, or amendments thereto. (Series Resolution, § 3.11)

(f) Determine whether to issue the Series 2026 Bonds in Book-Entry Form and who to appoint as the Paying Agent and Registrar for the Series 2026 Bonds (Series Resolution, § 3.12)

(g) Determine whether to purchase an insurance policy or debt service reserve policy funding substitute (Series Resolution, § 5.01)

(h) Direct funds to the Series 2026 Escrow Deposit Fund to pay the costs of refunding the Refunded Bonds and to a special account for Trustee to pay the costs of issuance of the Series 2026 Bonds (Series Resolution, § 6.01 =(6) & (7))

(i) Establish separate Debt Service Funds in the event multiple Series of Series 2026 Bonds are issued. (Series Resolution, § 6.02)

(j) Determine whether the Trustee should establish a Series 2026 Debt Service Reserve Fund (or separate funds in the event multiple Series of Series 2026 Bonds are issued) and then direct funds to the applicable Reserve Requirement (Series Resolution, § 6.03(A))

(k) Effect the refunding of the Refunded Bonds (Series Resolution, § 6.04)

(l) Market or sell the Series 2026 Bonds or Bond Anticipation Notes contemporaneous with any other Series of Bonds authorized pursuant to a Bond or Series Resolution (Series Resolution, § 7.01(A))

i. In the context of a public sale, public notice of sale and determine and award the sale of the Series 2026 Bonds (Series Resolution, § 7.01(B))

ii. In the context of a negotiated sale, select the underwriter and approve the bond purchase agreement (Series Resolution, § 7.01(C))

(m) Issue and determine the form of Bond Anticipation Notes, including interest rate and maturity and similar matters as described above related to the sale thereof. (Series Resolution, Article 9)

(2) The State Treasurer is appointed to act as Trustee under the Series 2026 Resolution (Bond Resolution § § 2.02, 15.01, Series Resolution, § 3.10)

E. Documents

Provide a list of the significant documents that support the overall financial arrangements. Without limitation, examples include SFAA resolutions, agency resolutions, bond resolutions, indentures, leases, and contracts. Except for those required by law or requested herein, these documents need not be submitted but should be available upon request.

The Bond Resolution and Series Resolution

The SFAA Resolution requested for approval at this meeting.

F. Debt Tables

See attached.

Bond Counsel: Michael J. Seezen
Burr & Forman LLP

By: _____
(Signature of Responsible Attorney)

Bond Summary

June 16, 2026 **State Fiscal Accountability Authority Meeting**

(Not Exceeding $118,000,000 of University of South Carolina Athletic Facilities Revenue Bonds, Refunding Series 2026)

Additional Information Required by F. Debt Tables

1. Revenues Pledged to Pay the Debt Service on the Bonds

   (a) The total Net Revenues of the University's Athletic Department, together with the gross receipts from the imposition by the University of the Admissions Fee and the Special Student Fee, for the fiscal year ended June 30, 2025, was $14,373,000 (the "Prior FY Pledged Revenues").

   (b) The following tables present

      (i) a debt service chart showing existing composite debt service of all outstanding Bonds, including principal and interest on authorized but unissued bonds, the principal and interest on the proposed Series 2026 Bonds and total composite debt service, together with a column reflecting expected savings and footnote showing expected net present value savings (provided, that the total composite debt service column will be shown net of the proposed refundings); and

      (ii) a coverage chart that shows the total composite debt service, the Prior FY Pledged Revenues, the Pro Forma Pledged Revenues (as defined below), and a pro forma coverage ratio.

2. New Revenue Generation.

The University's Athletic Department anticipates the generation of new Net Revenues (the "Pro Forma Pledged Funds," as shown in the following tables) in connection with the construction and renovation of portions of the Williams-Brice Football Stadium (the "Wiliams-Brice Project"), in addition to the Prior FY Pledged Revenues, will be required to fully pay the composite debt service of all outstanding Bonds, including the authorized but unissued Bonds to finance the Williams-Brice Project previously approved by the University's Board of Trustees and the SFAA (August 26, 2025), as shown in the following tables. These new Net Revenues include capital gifts through capital campaign for the Stadium suites, new ticket revenue (for new premium seating and increases in overall ticket prices), and contractual obligations of bonuses from food and concessions, which are net of any increased operation and maintenance expenses or impacted seat revenues.

Bond Summary

June 16, 2026 **State Fiscal Accountability Authority Meeting**

(Not Exceeding $118,000,000 of University of South Carolina Athletic Facilities Revenue Bonds, Refunding Series 2026)

University of South Carolina – Athletic Facilities Revenue Bonds – Composite Debt Service

Fiscal Year	Existing Debt Service	Authorized but Unissued Bonds[1] - Projected		Proposed Issue - Projected		Debt Service Savings (Estimated)[2]	Composite Debt Service[1]
		Principal	Interest	Principal	Interest		
2026/27	$ 13,269,093	$ 7,685,000	$ 14,102,500	$ 2,065,000	$ 2,685,419	$ (8,518,674)	$ 26,537,919
2027/28	13,398,593	5,310,000	16,538,750	4,480,000	5,294,981	(3,623,612)	31,623,731
2028/29	13,410,843	5,575,000	16,273,250	5,075,000	4,709,294	(3,626,549)	31,632,544
2029/30	13,411,093	5,850,000	15,994,500	5,325,000	4,455,544	(3,630,549)	31,625,044
2030/31	13,408,343	6,145,000	15,702,000	5,595,000	4,189,294	(3,624,049)	31,631,294
2031/32	13,404,243	6,450,000	15,394,750	5,860,000	3,921,944	(3,622,299)	31,626,694
2032/33	12,024,331	6,775,000	15,072,250	6,120,000	3,659,531	(2,244,800)	31,626,781
2033/34	12,030,287	7,115,000	14,733,500	6,395,000	3,385,237	(2,250,050)	31,628,738
2034/35	12,028,750	7,470,000	14,377,750	6,685,000	3,096,700	(2,247,050)	31,629,450
2035/36	12,027,950	7,840,000	14,004,250	7,005,000	2,776,900	(2,246,050)	31,626,150
2036/37	12,033,500	8,235,000	13,612,250	7,345,000	2,441,700	(2,246,800)	31,633,950
2037/38	12,039,200	8,645,000	13,200,500	7,700,000	2,090,150	(2,249,050)	31,635,650
2038/39	10,330,650	9,075,000	12,768,250	6,350,000	1,738,100	(2,242,550)	29,931,350
2039/40	10,330,450	9,530,000	12,314,500	6,650,000	1,437,900	(2,242,550)	29,932,400
2040/41	6,686,950	10,010,000	11,838,000	3,635,000	1,123,400	(1,928,550)	26,606,400
2041/42	6,689,550	10,510,000	11,337,500	3,800,000	960,350	(1,929,200)	26,607,850
2042/43	6,022,200	11,035,000	10,812,000	3,970,000	789,800	(1,262,400)	26,606,800
2043/44	6,016,250	11,585,000	10,260,250	4,145,000	611,550	(1,259,700)	26,601,800
2044/45	6,017,850	12,165,000	9,681,000	4,335,000	425,350	(1,257,500)	26,606,350

[1] Originally approved by SFAA on August 26, 2025. For purposes hereof, all of these Bonds have been assumed to be issued as of July 1, 2026; however, such Bonds may be issued in one or more series, at such times and in such principal amounts and/or following the issuance of Athletic Facilities Bond Anticipation Notes therefor, depending on a variety of factors, including but not limited to then-existing financial market conditions, investment rates, construction needs/timing and fundraising efforts.

[2] Represents net present value savings (NPV) of $(5,622,130.72) and NPV savings as a percentage of Refunded Bonds (8.43%).

Bond Summary

June 16, 2026 **State Fiscal Accountability Authority Meeting**

(Not Exceeding $118,000,000 of University of South Carolina Athletic Facilities Revenue Bonds, Refunding Series 2026)

2045/46	3,741,250	12,775,000	9,072,750	2,250,000	230,500	(1,260,750)	24,328,250
2046/47	3,737,250	13,410,000	8,434,000	2,360,000	118,000	(1,259,250)	24,322,000
2047/48	1,168,250	14,080,000	7,763,500	-	-	(1,168,250)	21,843,500
2048/49	1,172,500	14,785,000	7,059,500	-	-	(1,172,500)	21,844,500
2049/50	1,169,250	15,525,000	6,320,250	-	-	(1,169,250)	21,845,250
2050/51	1,168,750	16,300,000	5,544,000	-	-	(1,168,750)	21,844,000
2051/52	1,170,750	17,115,000	4,729,000	-	-	(1,170,750)	21,844,000
2052/53	-	17,975,000	3,873,250	-	-	-	21,848,250
2053/54	-	18,870,000	2,974,500	-	-	-	21,844,500
2054/55	-	19,815,000	2,031,000	-	-	-	21,846,000
2055/56	-	20,805,000	1,040,250	-	-	-	21,845,250
Totals	$231,041,969	$338,460,000	$316,859,750	$107,145,000	$50,141,644	$(60,621,482)	$812,606,394

Bond Summary

June 16, 2026 **State Fiscal Accountability Authority Meeting**

(Not Exceeding $118,000,000 of University of South Carolina Athletic Facilities Revenue Bonds, Refunding Series 2026)

University of South Carolina – Athletic Facilities Revenue Bonds – Coverage

Fiscal Year	Composite Debt Service[3]	Prior FY Pledged Funds	Pro Forma Pledged Funds	Prior FY/Pro Forma Pledged Funds Coverage
2026/27	$ 26,537,919	$ 14,373,000	$ 30,051,365	7.12x
2027/28	31,623,731	14,373,000	39,762,834	1.71
2028/29	31,632,544	14,373,000	45,610,802	1.90
2029/30	31,625,044	14,373,000	46,484,208	1.92
2030/31	31,631,294	14,373,000	47,383,817	1.95
2031/32	31,626,694	14,373,000	38,868,175	1.68
2032/33	31,626,781	14,373,000	39,822,570	1.71
2033/34	31,628,738	14,373,000	40,805,597	1.74
2034/35	31,629,450	14,373,000	41,818,115	1.78
2035/36	31,626,150	14,373,000	42,861,009	1.81
2036/37	31,633,950	14,373,000	28,471,069	1.35
2037/38	31,635,650	14,373,000	29,601,110	1.39
2038/39	29,931,350	14,373,000	30,765,288	1.51
2039/40	29,932,400	14,373,000	31,964,638	1.55
2040/41	26,606,400	14,373,000	33,200,223	1.79
2041/42	26,607,850	14,373,000	34,473,143	1.84
2042/43	26,606,800	14,373,000	35,784,526	1.89
2043/44	26,601,800	14,373,000	37,135,538	1.94
2044/45	26,606,350	14,373,000	38,528,380	1.99
2045/46	24,328,250	14,373,000	39,961,288	2.23
2046/47	24,322,000	14,373,000	41,438,536	2.29
2047/48	21,843,500	14,373,000	42,960,439	2.62
2048/49	21,844,500	14,373,000	44,528,349	2.70
2049/50	21,845,250	14,373,000	46,143,659	2.77
2050/51	21,844,000	14,373,000	47,807,808	2.85
2051/52	21,844,000	14,373,000	49,522,274	2.93
2052/53	21,848,250	14,373,000	51,288,584	3.01
2053/54	21,844,500	14,373,000	53,108,308	3.09
2054/55	21,846,000	14,373,000	54,983,067	3.17
2055/56	21,845,250	14,373,000	56,914,529	3.26
Total	$812,606,394	$431,190,000	$1,242,049,248	

[3] See footnote 1 in prior table.

A PETITION

REQUESTING AUTHORIZATION OF THE SOUTH CAROLINA STATE FISCAL ACCOUNTABILITY AUTHORITY FOR THE ISSUANCE AND SALE BY THE UNIVERSITY OF SOUTH CAROLINA OF NOT EXCEEDING $118,000,000 PRINCIPAL AMOUNT OF ATHLETIC FACILITIES REVENUE BONDS, IN ONE OR MORE SERIES, TO BE DESIGNATED REFUNDING SERIES 2026, AND ATHLETIC FACILITIES REVENUE BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE ATHLETIC FACILITIES REVENUE BONDS

As an incident to this Petition, the University of South Carolina (the "University") represents to the South Carolina State Fiscal Accountability Authority (the "Authority") the following:

A. The University is an institution of higher education of the State of South Carolina authorized pursuant to Act No. 518 of the 1980 Session of the General Assembly of the State of South Carolina, as amended by Act No. 545 of 1986, Act No. 302 of 1996, Act No. 6 of 1997, Act No. 182 of 2005, Act No. 17 of 2007 and Act No. 214 of 2024 (collectively, the "Enabling Act") to issue athletic facilities revenue bonds in one or more series for the purpose of providing funds for the financing or refinancing of the costs to acquire, construct, reconstruct, renovate and equip facilities of the University designated from time to time by the Board of Trustees as intercollegiate athletic facilities for the Columbia campus, including any facilities providing support for facilities where intercollegiate events are held, and any related infrastructure, administration, maintenance, practice, training, physical therapy and related facilities of the Athletic Department. The University is further authorized by the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (the "Bond Anticipation Note Act") to issue bond anticipation notes.

B. The Board of Trustees of the University (the "Board of Trustees") is the governing body of the University, constituted pursuant to Section 59-117-10, Code of Laws of South Carolina, 1976, as amended.

C. On October 19, 2001, the Board of Trustees adopted a resolution entitled: "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BONDS OF THE UNIVERSITY OF SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO" (the "Bond Resolution") as a means of providing for the issuance from time to time of Bonds of a particular series pursuant to the provisions of a Series Resolution (as such terms are defined in the Bond Resolution) of the Board of Trustees, provided all conditions required by the Bond Resolution are met. Such Bonds are payable solely from the Net Revenues of the University Athletic Department and the gross receipts from the imposition of the Admissions Fee and Special Student Fee (as such terms are defined in the Bond Resolution).

D. On April 24, 2026, the Board of Trustees adopted a Series Resolution entitled: "SERIES RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BONDS OF THE UNIVERSITY OF SOUTH CAROLINA, IN ONE OR MORE SERIES, TO BE DESIGNATED REFUNDING SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $118,000,000; AUTHORIZING THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO" (the "Series 2026 Resolution").

E. The Series 2026 Resolution authorizes the issuance of not exceeding $118,000,000 principal amount Athletic Facilities Revenue Bonds, in one or more series, to be designated Refunding Series 2026 (the "Series 2026 Bonds"), of the University, and the use of the proceeds thereof for the purposes of: (i) providing the amount necessary, together with other funds available to the University, to pay the costs of refunding all or a portion of its Athletic Facilities Revenue Bonds, Series 2015, Refunding Series 2016A, Series 2017A and Refunding Series 2017B (together, the "Refunded Bonds"); (ii) funding the Series 2026 Debt Service Reserve Fund, if any, or purchasing a debt service reserve fund substitute, if any; and (iii) paying certain costs and expenses relating to the issuance of the Series 2026 Bonds, including a municipal bond insurance premium, if any.

F. The Board of Trustees has determined that it is in the interest of the University to request the Authority to approve at this time the issuance of the Series 2026 Bonds, the proceeds of which will be used, together with other funds of the University, to pay the costs of refunding all or a portion of the Refunded Bonds and other purposes described above.

G. The Series 2026 Bonds would be sold at public sale or negotiated sale at the discretion of and under the direction of the Chief Financial Officer of the University and the State Treasurer, all as more particularly described in Article III and Section 7.01 of, and in the manner and under the conditions prescribed in, the Series 2026 Resolution and the Enabling Act or, should the Chief Financial Officer of the University and the State Treasurer determine that it would be in the interest of the University to issue Athletic Facilities Bond Anticipation Notes in anticipation of the issuance of the Series 2026 Bonds, such Athletic Facilities Revenue Bond Anticipation Notes would be sold at public sale or negotiated sale, as authorized by the Board of Trustees in Article IX of, and in the manner and under the conditions provided in, the Series 2026 Resolution and the Bond Anticipation Note Act.

H. The Board of Trustees has determined that all conditions precedent to the issuance of the Series 2026 Bonds, including those required by the Bond Resolution, the Series 2026 Resolution and the Enabling Act or the Bond Anticipation Note Act (as applicable), will be met upon the issuance of the Series 2026 Bonds and, if applicable, the Athletic Facilities Bond Anticipation Notes.

I. The General Bond Resolution and the Series 2026 Resolution are attached to this Petition.

ON THE BASIS OF THE FOREGOING, THE UNIVERSITY OF SOUTH CAROLINA HEREBY RESPECTFULLY PETITIONS THE AUTHORITY to authorize the issuance and sale of the Series 2026 Bonds and the Athletic Facilities Bond Anticipation Notes at public sale or negotiated sale, in the manner and under the conditions prescribed in the Series 2026 Resolution.

May _11__, 2026

UNIVERSITY OF SOUTH CAROLINA

By: Edward L. Walton
Chief Financial Officer

EXHIBIT A

General Bond Resolution of Board of Trustees adopted October 19, 2001

A RESOLUTION

PROVIDING FOR THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BONDS OF THE UNIVERSITY OF SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.

BOND RESOLUTION

October 19, 2001

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BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF SOUTH CAROLINA IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Recitals and Statement of Purpose.

Incident to the adoption of this Resolution (hereinafter, the "Bond Resolution"), and the issuance from time to time of the bonds provided for herein, the Board of Trustees of the University of South Carolina (the "Board of Trustees"), the governing body of the University of South Carolina (the "University"), finds, as a fact, that each of the statements hereinafter set forth in this Article I is in all respects true and correct.

(A) Pursuant to the provisions of Chapter 117 of Title 59 of the Code of Laws of South Carolina 1976, as amended, the University is an institution of higher learning under the management and control of the Board of Trustees, a body politic and corporate of the State of South Carolina (the "State").

(B) Article X, Section 13, paragraph (9) of the Constitution of the State of South Carolina 1895, as amended (the "Constitution"), provides that the General Assembly of the State of South Carolina may authorize any institution of the State to incur indebtedness for any public purpose payable solely from a revenue producing project or from a special source, which source does not involve revenue from any tax.

(C) The specific powers by which the Board of Trustees adopt this Bond Resolution are set forth in Act No. 518 of the 1980 Session of the General Assembly of the State of South Carolina, as amended by Act No. 545 of 1986, Act No. 302 of 1996 and Act No. 6 of 1997 (collectively, the "Enabling Act").

(D) The Board of Trustees is authorized by the Enabling Act to construct and improve certain facilities of the University designated by the Board of Trustees as athletic facilities ("Athletic Facilities") and to issue bonds payable from the net revenues derived by the Athletic Department – Columbia campus of the University (the "Athletic Department") in order to finance such construction and improvement and to refund or advance refund outstanding revenue bonds issued pursuant to the Enabling Act. In this connection, the Board of Trustees has determined that construction and renovation of certain Athletic Facilities is now necessary and will be necessary from time to time in the future.

(E) The Board of Trustees is further authorized by the Enabling Act to further secure such bonds of the University payable from the net revenues derived by the Athletic Department by the pledge of the receipts of the following fees imposed expressly for the purpose of repaying bonds or to provide funds solely for the Athletic Facilities: (i) a special admissions fee imposed by the Board of Trustees upon persons admitted to all football games at the University's football stadium, excluding students admitted as a result of student fees paid to the University for a regular academic session, and any such other special admissions fees as may be imposed by the Board of Trustees for admissions to any event held at any non-football Athletic Facilities ("Admissions Fee") and (ii) a special student fees imposed by the Board of Trustees upon persons in attendance at any regular academic session (excluding summer sessions) of the University who is enrolled at a sufficient number of classes or courses for which credit is given toward any degree offered by the University to be classified as a regular full-time student ("Special Student Fee").

(F) The University currently has outstanding $11,250,000 of its Athletic Facilities Revenue Bond Anticipation Notes, Series 2001 (the "2001 BANS"), which mature February 22, 2002. Pursuant to the resolution of the Board of Trustees pursuant to which the 2001 BANS were issued, the University has pledged to issue its athletic facilities revenue bonds pursuant to the Enabling Act in order to pay the principal of and interest on the 2001 BANS when due, unless the same are otherwise refinanced in the form of new bond anticipation notes of the University.

(G) Based on the foregoing, it has been determined to adopt this Bond Resolution for the purpose of permitting the University to issue bonds hereunder from time to time for the primary purposes of constructing or renovating Athletic Facilities, paying the 2001 BANS to the extent not paid from other sources and refunding bonds issued hereunder.

[End of Article I]

ARTICLE II

DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS

Section 2.01 Definition of Bond Resolution.

This resolution, and any amendments or supplements hereto, may be hereafter cited and is hereinafter referred to as the Bond Resolution or the Resolution, and is the resolution pursuant to which all bonds of the University, to be issued pursuant to the Enabling Act, shall be issued and secured, including bonds issued for the purpose of refunding, by exchange or otherwise, all or any of the outstanding bonds hereafter issued pursuant to this Bond Resolution.

Section 2.02 Other Defined Terms.

The following are defined terms under this Resolution and shall for all purposes hereof have the meanings herein specified unless the context clearly otherwise requires:

"Accreted Value" shall mean the amounts set forth in and the amounts computed pursuant to a formula set forth in a Series Resolution authorizing the issuance of Bonds in the form of Capital Appreciation Bonds, the Accreted Value of which is being determined.

"Accountants" shall mean an independent firm of certified public accountants of suitable standing, or the Office of the Auditor of the State of South Carolina, which audits the books and accounts of the University relating to the Facilities.

"Admissions Fee" shall mean the specially designated admissions fee or charge which may, in addition to other charges, be imposed by the Board of Trustees upon (i) each person in attendance at a football game at the University's football stadium, excluding students permitted to use such Athletic Facilities as a result of student fees paid to the University for a regular academic session, and (ii) in the Board of Trustee's discretion, persons admitted to any event held at any of the other Athletic Facilities, for the purpose of providing funds to assist in the repayment of the Bonds.

"Annual Budget" shall mean the budget or amended budget adopted annually by the Board of Trustees for the ensuing Fiscal Year of the University.

"Annual Principal and Interest Requirement" shall mean, with respect to the annual period in question and to a Series of Bonds, an amount (other than amounts paid from proceeds of Bonds) equal to the sum of (1) all interest payable on such Series of Bonds during such period, less any such interest which has been capitalized in accordance with the terms of this Bond Resolution, plus (2) any Principal Installments of such Series of Bonds during such period; provided, however, with respect to any Principal Installment (whether maturing in such particular Fiscal Year or in a subsequent Fiscal Year) of a Series of Partially Amortizing Bonds, equaling 25% or more of the principal of such Series of Partially Amortizing Bonds, the amount of the principal which would be payable during such Fiscal Year shall be computed as if such principal were amortized from the date of issuance thereof over a period of twenty (20) years or the actual maturity of such Partially Amortizing Bonds, whichever is greater, on a level debt service basis at an interest rate equal to the rate borne by such Partially Amortizing Bonds on the date calculated, except that if the date of calculation is within twelve (12) months of the actual maturity of such Partially Amortizing Bonds, the full amount of the Principal Installment payable at maturity (less any sinking fund established therefor and deposited with the Trustee for such Bonds) shall be included in such calculation. For purposes of computing "Annual Principal and Interest Requirement," the rate of interest used to determine (1) above shall be a rate per annum equal to (a) with respect to any Series of Bonds which bear interest at a fixed rate or rates, the

rate or rates of interest borne or to be borne by such Bonds, and (b) with respect to any Series of Variable Rate Bonds, the following methods shall determine the interest rate to be used:

(i) in the case of determining the Annual Principal and Interest Requirement or the Combined Principal and Interest Requirement, as the case may be, for purposes of Sections 4.02(A)(7) of this Bond Resolution, the interest rate shall be equal to the 30-year Revenue Bond Index published by The Bond Buyer no more than two (2) weeks prior to, but in no event after, the sale of the proposed Series of Bonds to be issued; and

(ii) in the case of determining the Combined Annual Principal and Interest Requirement for purposes of applying the rate covenants contained in Sections 5.01(B), 5.01(C) and 6.01 of this Bond Resolution, the interest rate shall be equal to the maximum interest rate prevailing on such Variable Rate Bonds for the preceding twelve-month period;

provided, however, that if the 30-year Revenue Bond Index referred to in (i) above is no longer published, any reasonably equivalent nationally recognized index published for the periods in question may be selected by the Chief Financial Officer for use in its stead.

"**Authorized Investments**" shall mean those investments authorized for investment of State funds under Section 11-9-660, Code of Laws of South Carolina 1976, as now or hereafter amended from time to time.

"**Athletic Department**" shall mean the Athletic Department -- Columbia Campus of the University.

"**Athletic Facilities**" shall mean all of the facilities of the University designated from time to time by the Board of Trustees as intercollegiate athletic facilities for the Columbia campus, including any facilities providing support for facilities where intercollegiate events are held, including without limitation any related infrastructure and any administration, maintenance, practice, training, physical therapy and related facilities of the Athletic Department, whether now owned or are hereafter acquired by the University.

"**Board of Trustees**" shall mean the Board of Trustees of the University of South Carolina, or any successor body.

"**Bond Counsel**" shall mean any firm of attorneys which is nationally recognized as bond counsel in the field of public finance.

"**Bond Insurance Policy**" shall mean any municipal bond insurance policy insuring the payment, when due, of the principal of and interest on a Series of Bonds.

"**Bond Insurer**" shall mean, with respect to a Series of Bonds, an insurance company that has issued its Bond Insurance Policy with respect to such Series of Bonds.

"**Bond Payment Date**" shall mean the dates on which interest on any of the Bonds shall be payable or on which both principal and interest shall be payable on any of the Bonds, all as set forth in the Series Resolutions authorizing the issuance of the respective Series of Bonds.

"**Bondholder**" or "**Holder**", or any similar term, when used with reference to the Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or in the case of Bonds issued in bearer form in accordance with Section 4.19 hereof, the holder of any such Bond.

"Bonds" shall mean any indebtedness of the University issued in accordance with the provisions of the Enabling Act, this Bond Resolution and a Series Resolution, but not including Junior Lien Bonds.

"Business Day" shall mean, except as set forth in a Series Resolution with respect to the Series of Bonds issued thereunder, any day other than a Saturday, a Sunday or a day on which banking institutions in the State or in the State of New York are required or authorized by law (including executive orders) to close.

"Capital Appreciation Bonds" shall mean Bonds that bear interest payable at maturity, upon redemption prior to maturity or prior to maturity at the date set forth in the Series Resolution authorizing the issuance of such Bonds in the amounts determined by reference to the Accreted Value of such Capital Appreciation Bonds in accordance with the provisions of the Series Resolution authorizing the issuance of such Capital Appreciation Bonds.

"Chairman" shall mean the Chairman of the Board of Trustees. The term shall include the Vice Chairman or Acting Chairman whenever by reason of absence, illness or other reason, the person who is the Chairman is unable to act.

"Chief Financial Officer" shall mean the individual to whom the Board of Trustees has delegated the responsibility of supervising and maintaining records and accounts relating to the collection and disbursement of the Revenues.

"Code" shall mean the Internal Revenue Code of 1986, as the amended from time to time. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and under the Internal Revenue Code of 1954, as amended, and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

"Combined Annual Principal and Interest Requirement" shall mean, with respect to any particular Fiscal Year, the sum of the Annual Principal and Interest Requirements on all Bonds Outstanding; provided, with respect to the additional bonds test set forth in Section 4.02(A)(7) hereof, such term shall also be deemed to include, with respect to any outstanding notes issued by the University in anticipation of the issuance of Bonds, an amount, as determined by the Chief Financial Officer, equal to annual debt service on an issue of the same principal amount of indebtedness as is outstanding on said notes, which issue shall be assumed to have level annual debt service over a period equal to the lesser of (i) twenty (20) years and (ii) the remaining reasonably expected useful life of the facilities financed or refinanced with proceeds of said notes, based on an assumed interest rate per annum equal to the then-current Municipal Market Data (or if such index is no longer maintained, such other comparable nationally-recognized index as the Chief Financial Officer shall select) yield for comparable maturities of comparable securities.

"Counsel" shall mean an attorney duly admitted to practice law before the highest court in South Carolina, who is not a full time employee of the University or the State, but may include an opinion issued by the Office of the Attorney General of South Carolina.

"Date of Issue" shall mean that date established in any Series Resolution from which interest shall accrue on the Bonds of the applicable Series.

"Debt Service Fund" shall mean the fund so designated pursuant to a Series Resolution and designed to provide for the payment of the principal of and interest on a particular Series of Bonds issued pursuant to this Bond Resolution, as the same fall due, and as established pursuant to the provisions of Section 7.03 hereof.

"Debt Service Reserve Fund" shall mean the fund, if any, so designated pursuant to a Series Resolution and designed (1) to insure the timely payment of the principal of and interest on a particular Series of Bonds Outstanding and issued pursuant to this Bond Resolution, and (2) to provide for the redemption of such Series of Outstanding Bonds prior to their stated maturity, as established by the provisions of Section 7.04 hereof.

"Enabling Act" shall mean Act No. 518 of the 1980 Session of the General Assembly of the State of South Carolina, as amended by Act No. 545 of 1986, Act No. 302 of 1996 and Act No. 6 of 1997, as the same may be further amended from time to time.

"Fiscal Year" shall mean the period of twelve calendar months, beginning on July 1st of each year and ending with June 30th of the succeeding year, unless the same shall have been changed by the Board of Trustees pursuant to the authorization of Section 3.01 hereof.

"Government Obligations" shall mean and include direct general obligations of the United States of America or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America.

"Improvement Fund" shall mean the fund established pursuant to Section 7.05 hereof.

"Junior Lien Bonds" shall mean any revenue bonds or other obligations issued by the University and referred to in Section 6.01 hereof and which are secured by pledges of or liens on the Revenues, the Admissions Fee or the Special Student Fee which are junior and subordinate in all respects to the pledges and liens made to secure the Bonds.

"Moody's" shall mean Moody's Investors Service, Inc. and its successors.

"Net Revenues" shall mean for the period in question, all Revenues remaining after payment of the operating and maintenance expenses of the Athletic Department and the Athletic Facilities but before provision is made for depreciation, amortization, nonmandatory transfers and interest expenses of the Athletic Department for a given fiscal year.

"Operation and Maintenance Fund" shall mean the fund to be established pursuant to Section 7.02 hereof.

"Outstanding", when used with reference to the Bonds, shall mean, as of any date, all such Bonds theretofore or then being authenticated and delivered except:

(a) Bonds paid or redeemed and cancelled at or prior to such date;

(b) Bonds in lieu of or in substitution for which other bonds shall have been executed and delivered;

(c) Bonds deemed to have been paid as provided in Article XVI hereof; and

(d) for purposes of any consent or other action to be taken by the Holders of a specified percentage of the Bonds, Bonds held by, or for the account of, the University, or by any person controlling, controlled by or under common control with the University.

"Partially Amortizing Bonds" shall mean a Series of Bonds twenty-five percent (25%) or more of the principal payments of which are due in a single Fiscal Year, which portion of the principal is not

required by the Series Resolution providing for their issuance to be paid by redemption prior to such maturity date.

"Paying Agent" shall mean the State Treasurer or any bank or trust company appointed by the University from time to time as Paying Agent or Paying Agents in accordance with Section 15.14 hereof to serve as Paying Agent for one or more Series of Bonds issued hereunder.

"Principal Installment" shall mean, as of any date of calculation, (i) the aggregate principal amount of Outstanding Bonds stated to mature on a certain date, reduced by the aggregate principal amount of such Bonds which will be retired by reason of any mandatory sinking fund payment payable before such date, plus (ii) any mandatory sinking fund payment due on such certain date, together with the aggregate amount of the premiums, if any, applicable to such mandatory sinking fund payments, plus (iii) with respect to any Capital Appreciation Bonds required to be paid on such certain date, the Accreted Value as of such certain date of such Capital Appreciation Bonds; and in this latter respect, any reference to "principal" of Bonds in this Bond Resolution shall mean, with respect to Capital Appreciation Bonds, the Accreted Value of such Capital Appreciation Bonds.

"Registrar" shall mean the State Treasurer or any bank or trust company appointed by the University from time to time as Registrar or Registrars in accordance with Section 15.13 hereof to serve as Registrar for one or more Series of Bonds issued hereunder.

"Reserve Requirement" shall mean, as of any date of calculation, the debt service reserve requirement, if any, established by a Series Resolution with respect to a particular Series of Bonds.

"Revenues" means (i) all revenues or other income received by the Athletic Department from the operation of the Athletic Department and the Athletic Facilities, including without limitation amounts received from the sale of tickets for and guarantees with respect to intercollegiate athletic events, from any athletic conference (collectively, the "Conference") with respect to the University's share of proceeds from Conference members' television and bowl appearances, from the University's participation in Conference and National Collegiate Athletic Association tournaments, from rentals of executive boxes at Athletic Facilities, from sales of game programs and concessions, or commissions therefrom, from the University's sports radio and television rights, from corporate sponsorships, and from license fees, (ii) all gifts, bequests, contributions and donations received by the Board of Trustees or the University from any persons, including from any University-sanctioned athletic booster organization, for use in connection with the operations of the Athletic Department, (iii) any other unrestricted revenues of the Athletic Department not otherwise pledged that may be made applicable by the Board of Trustees to the payment of the principal and interest of the Bonds including such revenues which may fall into the category of non-mandatory transfers as such term is used in generally accepted accounting principles and (iv) all income from the investment of the above; but excluding:

(i) gifts, bequests, contributions and donations restricted to a particular purpose inconsistent with their use for the payment of the principal, premium or interest on the Bonds;

(ii) the proceeds of any borrowings;

(iii) State appropriations of any sort; and

(iv) investment income restricted to a purpose inconsistent with the payment of operating expenses of the Athletic Department or debt service on Bonds including (whether or not so restricted) interest earned on any construction fund or construction account created with the proceeds of borrowing by the University.

"S&P" means Standard & Poor's Corporation and its successors.

"Secretary" shall mean the Secretary of the Board of Trustees. The term shall include the Acting Secretary or the Assistant Secretary whenever by reason of absence, illness or other reason, the person who is the Secretary is unable to act.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided, regardless of variations in maturity, interest rate or other provisions.

"Series Resolution" shall mean a Resolution of the Board of Trustees authorizing the issuance of a Series of Bonds pursuant to the Bond Resolution in accordance with the terms and provisions hereof, adopted in accordance with the provisions of Article IV hereof.

"Special Student Fee" shall mean the athletic bond fee established by the Board of Trustees and imposed upon persons in attendance at any regular academic session (excluding summer sessions) of the University who is enrolled in a sufficient number of classes or courses for which credit is given toward any degree offered by the University to be classified as a regular full-time student in order to provide funds to assist the repayment of the Bonds.

"State" shall mean the State of South Carolina.

"State Board" shall mean the State Budget and Control Board of South Carolina.

"State Treasurer" shall mean the Office of the State Treasurer of South Carolina.

"Trustee" shall initially mean the State Treasurer or such other bank, trust company or financial institution which is authorized by the University and approved by the State Treasurer to serve in such capacity.

"University" shall mean University of South Carolina.

"Variable Rate Bonds" shall mean, for any period of time, any Bonds which during such period bear interest at a variable rate; provided that Bonds the interest rate on which has been fixed for the remainder of the term thereof shall no longer be Variable Rate Bonds.

Section 2.03 Interpretations.

In this Bond Resolution, unless the context otherwise requires:

(A) Articles, Sections and Paragraphs referred to by number shall mean the corresponding Articles, Sections and Paragraphs of this Bond Resolution.

(B) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, or other legal entities, including public bodies, as well as natural persons.

(C) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms, as used in this Bond Resolution refer to this Bond Resolution or Sections or Paragraphs of this Bond Resolution and the term "hereafter" means any date after the date of adoption of this Bond Resolution.

(D) References to the payment of principal of Bonds shall be deemed to include payment of principal both at maturity, upon optional redemption and upon mandatory redemption pursuant to any sinking fund payment obligations.

[End of Article II]

ARTICLE III

FISCAL YEAR

Section 3.01 Establishment and Modification of Fiscal Year.

The Athletic Department shall continue to be operated on a Fiscal Year basis, which, until changed, shall commence on the first (1st) day of July each calendar year and shall end on the thirtieth (30th) day of June of the next calendar year. The University may change the Fiscal Year from that now existing to a different twelve (12) month period.

[End of Article III]

ARTICLE IV

THE BONDS

Section 4.01 Authorization for Bonds in Series.

(A) To the extent permitted by the Enabling Act, and from time to time and for the purposes of:

(1) Obtaining funds for the construction of new Athletic Facilities or the permanent improvement, expansion or renovation of existing Athletic Facilities, including payment of capitalized interest during such construction, improvement, expansion or renovation on any Series of Bonds issued for such purposes plus a period not exceeding six (6) months;

(2) Providing funds for the payment of any bond anticipation note or notes that may have been issued in anticipation of the issuance and sale of Bonds, including without limitation the 2001 BANS (as defined in Section 1.01 hereof);

(3) Refunding, by exchange or otherwise, Bonds or other obligations issued to provide land or facilities which are or are to become a part of the Athletic Facilities or which are or were payable in whole or in part from revenues of the Athletic Department;

(4) Funding any Debt Service Reserve Fund (including the purchase of a surety bond, insurance policy, line of credit or letter of credit as provided under Section 7.04(D) hereof) or restoring the value of the cash and securities in any Debt Service Reserve Fund to an amount equal to the applicable Reserve Requirement;

(5) Purchasing or providing for credit enhancement for any Series of Bonds; and

(6) Paying costs of issuance of Bonds;

but subject to the terms, limitations and conditions herein, the University may authorize the issuance of a Series of Bonds by the adoption of a Series Resolution. The Bonds of any such Series may be issued and delivered upon compliance with the provisions of this Article. Except as set forth in Section 4.19 hereof, the Bonds of each Series shall be issued in fully registered form, without coupons. The Bonds shall, in addition to bearing the title "University of South Carolina Athletic Facilities Revenue Bonds," bear a letter or number Series designation as may be necessary to distinguish them from the Bonds of every other Series and shall designate the year in which the Series is issued. Bonds of any Series may be authorized to be issued in the form of serial Bonds or term Bonds, with or without mandatory sinking fund payments, or both.

(B) Each Series Resolution shall include a determination by the University to the effect that the issuance of such Series of Bonds is necessary to provide funds to be used and expended to construct improvements to the Facilities or to refund Bonds. Each Series Resolution shall specify and determine:

(1) The Date of Issue of such Series of Bonds;

(2) The maximum authorized principal amount of such Series of Bonds;

(3) The date of the final payment of principal of such Series of Bonds;

(4) The purpose for which such Series of Bonds is being issued, which shall be to provide funds for the purposes authorized by the Enabling Act and this Bond Resolution;

(5) The title and designation of the Bonds of such Series;

(6) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof;

(7) The manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;

(8) The date or dates of maturity and the amounts for each Series of Bonds or the manner in which such will be determined;

(9) The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series;

(10) The time for the payment of interest on the Bonds in such Series and the record date for the same;

(11) The redemption price or redemption prices and the redemption date or redemption dates and other terms of redemption (if any) applicable to any of the Bonds of such Series or the manner in which such will be determined;

(12) The Paying Agent and Registrar, or manner of selecting the same, for such Bonds if other than the Trustee;

(13) The portion of such Series that are serial Bonds and term Bonds, if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Resolution to be paid for the retirement of any such Bonds or the manner in which such will be determined;

(14) Any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same;

(15) The form or forms for the Bonds of such Series;

(16) Whether such Series of Bonds will be subject to a Reserve Requirement and that such Reserve Requirement has been or will be met;

(17) The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application; and

(18) Any other provisions deemed advisable by the Board of Trustees not in conflict with or in substitution for the provisions of this Bond Resolution.

Section 4.02 Conditions to Issuance of Bonds of a Series.

(A) All Bonds shall be issued in compliance with the following provisions of this Section 4.02:

(1) Bonds shall be stated to mature and/or have mandatory or sinking fund redemptions on the dates, in the years and in the amounts prescribed or approved by the Series Resolution;

(2) Bonds shall bear interest at the rates and on the occasions prescribed by the Series Resolution;

(3) Bonds shall be issued for a purpose or purposes set forth in Section 4.01(A)(1) through (6) hereof;

(4) There shall exist, on the occasion of the issuance of the Bonds, no default (a) in the payment of the principal of or interest on the Bonds or any Junior Lien Bonds then Outstanding, or (b) under any other covenants or conditions of this Bond Resolution;

(5) The University shall obtain an opinion of Bond Counsel to the effect that (a) this Bond Resolution and the applicable Series Resolution have been duly and lawfully adopted and are in full force and effect; (b) the Bonds have been duly and lawfully authorized and executed by the University and are valid and binding upon, and enforceable against, the University (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); (c) with respect to such Bonds, this Bond Resolution creates the valid pledge which it purports to create of the revenues and of moneys and securities on deposit in any of the funds and accounts established hereunder subject to the application thereof to the purposes and on the conditions permitted by this Bond Resolution; and (d) upon the execution and delivery thereof, such Bonds will have been duly and validly authorized and issued in accordance with this Bond Resolution;

(6) Unless on the date of delivery of such Series of Bonds there shall be on deposit in each required Debt Service Reserve Fund an amount equal to the applicable Reserve Requirement immediately following the issuance of such Series of Bonds (whether in the form of cash or a qualified surety bond, insurance policy, line of credit or letter of credit in lieu thereof in accordance with Section 7.04(D) hereof), there shall be deposited in the applicable Debt Service Reserve Funds such amounts, or a qualified substitute in accordance with Section 7.04(D) hereof shall be provided, as are necessary to make the value of the moneys and securities or such qualified substitute in such Debt Service Reserve Funds equal to the applicable Reserve Requirement;

(7) Except in the case of (a) the initial Series of Bonds issued pursuant to this Bond Resolution, (b) any Series of Bonds issued to pay the 2001 BANS (as defined in Section 1.01 hereof) or to pay any subsequent bond anticipation notes issued to refinance the 2001 BANS or any successor bond anticipation notes, and (c) Bonds issued for the purpose of refunding any Bonds (unless the provisions of Section 4.02(B)(2) hereof shall be applied):

> Net Revenues plus gross receipts from the imposition of the Admissions Fee and the Special Student Fee during the most recent Fiscal Year for which audited financial statements of the University are completed shall be certified by the Chief Financial Officer on the basis of such audited financial statements to be, in the aggregate, not less than one hundred ten percent (110%) of the maximum Combined Annual Principal and Interest Requirement on all Bonds Outstanding immediately prior to the issuance of such proposed Series of Bonds and on such proposed Series of Bonds. For purposes of this Section 4.02(7), such Net Revenues and gross receipts from the imposition of the Admissions Fee and the Special Student Fee may be adjusted to reflect (1) any ticket, rate or fee increases currently adopted and to be in effect prior to or coincident with the issuance of such proposed Series

of Bonds and determined pro forma as though such ticket, rate or fee increases had been in continuous effect during such recent Fiscal Year, (2) in the event proceeds of such proposed Series of Bonds will be used to pay interest on such proposed Series, one hundred percent (100%) of the interest that will accrue on such Series of Bonds during the first twelve (12) full months following the date of delivery of the proposed Series and that will be paid from such proceeds, provided, however, that any such interest accruing in such twelve (12) month period that is to be paid on a date within the Fiscal Year of maximum Combined Annual Principal and Interest Requirements shall not be so added into such Net Revenues and gross receipts from the imposition of the Admissions Fee and the Special Student Fee, and (3) any amount allowed by clause (2) of this Section 4.02(7) as an adjustment with respect to a previously-issued Series of Bonds if the proposed Series of Bonds is being issued prior to the end of the Fiscal Year in which capitalized interest on the previously issued Series of Bonds is exhausted;

(8) (a) The University shall obtain an opinion of Bond Counsel to the effect that such Bonds are valid and binding obligations of the University payable from the Net Revenues and gross receipts from the imposition of the Admissions Fee and the Special Student Fee and are being issued for purposes authorized by the Enabling Act; and

(b) Except as to Bonds issued only for the purpose of refunding any Bonds, the University shall obtain an opinion of Counsel to the effect that the title to any tract of land to be acquired with any part of the proceeds of such Bonds shall be good and marketable, and will vest in the University either a (a) fee simple title, or (b) leasehold estate, which shall extend at least one (1) year beyond the maturity date of the last maturing of the Bonds of such Series and the Bonds then to be Outstanding;

(9) If any Series of Bonds shall contain Variable Rate Bonds:

(a) The Series Resolution may provide for and specify a maximum interest rate on (i) such Bonds and (ii) any reimbursement obligation to a liquidity provider for such Bonds;

(b) The liquidity provider for such Bonds shall be rated in either of the two highest short term rating categories by Moody's and S&P; and

(c) Any accelerated principal payments or any interest computed at a rate in excess of that on such Bonds due to the liquidity provider for such Bonds pursuant to any reimbursement agreement with such liquidity provider shall be subordinate to the payment of debt service on all Bonds; provided, however, if the tests referred to in Section 4.02(A)(7) and 4.02(B), as applicable, of this Bond Resolution are calculated (and met) assuming such accelerated principal payment and such excess interest amount to the liquidity provider, then such accelerated principal payment and excess interest amount may be on a parity with the payment of debt service on all Bonds.

(10) All amounts owing under a reimbursement agreement with any provider of a surety bond, insurance policy, line of credit or letter of credit as contemplated under Section 7.04(D) hereof shall have been paid.

(11) The issuance of the Bonds shall have been approved by the State Board.

(B) In the case of Bonds issued for the purpose of refunding any Bonds, either:

(1) The Annual Principal and Interest Requirements of the refunding Bonds shall not exceed the annual Principal and Interest Requirements of the refunded Bonds until a time subsequent to the last maturity of Bonds not refunded and which remain Outstanding following the issuance of the refunding Bonds; or

(2) The University shall comply with the revenue test prescribed by Section 4.02(A)(7) above.

Section 4.03 Reliance Upon Certificates Establishing Revenues.

Both the University and any purchaser of any Bonds shall be entitled to rely upon certificates of the Chief Financial Officer and of the Accountants, made in good faith, pursuant to any provision of this Article.

Section 4.04 Execution of Bonds.

(A) Unless otherwise prescribed by any Series Resolution, the Bonds shall be executed in the name of and on behalf of the University by the Chairman of the Board of Trustees, the corporate seal of the University shall be impressed or reproduced thereon and the same shall be attested by the Secretary of the Board of Trustees. Such officers may employ facsimiles of their signatures and of the seal. The Bonds shall be signed by a person holding office at the time the Bonds are printed and are ready for delivery.

(B) In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signatures or such facsimiles shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

Section 4.05 Authentication.

Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Registrar shall be entitled to any right or benefit under this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Resolution. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by any authorized officer of the Registrar.

Section 4.06 Medium of Payment.

The Bonds shall be payable with respect to principal, interest and premium, if any, in lawful money of the United States of America.

Section 4.07 Mutilated, Lost, Stolen or Destroyed Bonds.

In the event any Bond is mutilated, lost, stolen or destroyed, the University may execute and the Registrar may authenticate a new Bond of the same Series of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the University and to the Registrar evidence of such loss, theft or destruction satisfactory to the University and the Registrar together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the University may pay the same. The University

and the Registrar may charge the Holder of such Bond with their reasonable fees and expenses in this connection.

Section 4.08 Transfer and Registry; Persons Treated as Owners.

(A) As long as any Bonds shall be Outstanding, the University shall cause books for the registration and for the transfer of Bonds to be kept. Such books shall be kept by the Registrar for each particular Series of Bonds at the corporate trust office of such Registrar. The transfer of each Bond may be registered only upon the registration books of the University kept by the Registrar for that purpose by the Holder thereof in person or by his duly authorized attorney upon surrender thereof and an assignment with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his duly authorized attorney. Upon the registration or transfer of any Bond, the Registrar will authenticate and deliver, subject to the provisions of Section 4.11 hereof, in the name of the transferee, a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond.

(B) The University, the Trustee, the Paying Agent, if any, and the Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books of the University as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium (if any) and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and none of the University, the Trustee, the Paying Agent and Registrar shall be affected by any notice to the contrary.

(C) Notwithstanding anything in paragraphs (A) and (B) of this Section to the contrary, Bonds may be issued from time to time as non-registered coupon bonds under the circumstances described in Section 4.19 hereof or where, in the opinion of nationally-recognized bond counsel, they may be so issued as federally tax-exempt obligations.

Section 4.09 Date and Payment Provisions.

Each Bond of a Series shall bear interest from its date and shall be dated as of the interest payment date next preceding the date of its authentication, unless authentication shall be upon an interest payment date, in which case it shall be dated as of the date of its authentication, or unless authentication shall precede the first payment of interest on the Bonds of such Series, in which case it shall be dated as of the date provided in the Series Resolution as the initial dating of the Bonds of such Series; provided, however, that if at the time of authentication of any Bond, any interest on such Bond is in default, such Bond shall be dated as of the date to which interest on such Bond has been paid.

Section 4.10 Interchangeability of Bonds.

Bonds of a Series, upon surrender thereof at the office of the Registrar for the Bonds of such Series with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to Section 4.11 hereof, be exchanged for an equal aggregate principal amount of Bonds of such Series of any other authorized denominations.

Section 4.11 Regulations With Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the University shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled

and destroyed and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the University. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse itself for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the University nor the Registrar shall be required to issue, exchange or transfer (i) any Bond during the fifteen (15) days immediately preceding any Bond Payment Date, (ii) any Bond during a period beginning at the opening of business fifteen (15) days immediately preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of the notice of such redemption, or (iii) any Bonds called for redemption in whole or in part.

Section 4.12 Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds.

Upon the surrender of mutilated Bonds pursuant to Section 4.07 hereof, or Bonds paid or surrendered, the same shall be cancelled and destroyed and shall not be reissued, and a counterpart of the certificate evidencing such destruction shall be furnished by the Registrar to the University. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution.

Section 4.13 Notice of Redemption.

If any of the Bonds, or portions thereof, are called for redemption, the Registrar shall give or cause to be given notice to the Holders of any Bonds to be redeemed, in the name of the University, of the redemption of such Bonds, or portions thereof, which notice shall specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of such Series are to be redeemed, the numbers of the Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall be given by mailing a copy of the redemption notice by first class mail at least thirty (30) days prior to the date fixed for redemption to the Holder of each Bond to be redeemed, at the address shown on the registration books; provided, however, that failure to give such notice by mail, or any defect in the notice mailed to the Holder of any Bond, shall not affect the validity of the proceedings for the redemption of any other Bond.

Provided funds for their redemption are on deposit with the Trustee, all Bonds so called for redemption shall cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding hereunder. If said money shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 4.14 Cancellation of Bonds Which Have Been Redeemed.

All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the University. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution.

Section 4.15 Selection of Bonds to be Redeemed.

In the event of redemption of less than all of the Bonds of a Series of any maturity, the Bonds or portions of Bonds to be redeemed, shall be selected by the Registrar by lot; provided, however, that the portion of any Bond of a denomination which is larger than the minimum denomination for the Bonds of such Series shall be in the principal amount of such minimum denomination or a multiple thereof, and that,

in selecting portions of such Bonds for redemption, the Registrar shall treat each such Bond as representing that number of Bonds of minimum denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by the amount of the minimum denomination. If there shall be drawn for redemption less than all of a Bond, the University shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, Bonds of the same Series in any authorized denomination.

Section 4.16 Purchase of Bonds.

The Trustee shall, if and to the extent practicable, purchase Bonds at the written direction of the University at such time, in such manner and at such price as may be specified by the University. The Trustee may so purchase Bonds with any money then held by the Trustee which is available for the redemption or purchase of Bonds and in excess of that set aside for the payment of Bonds called for redemption; provided, that the Trustee is provided with an opinion of Bond Counsel to the effect that such redemption or purchase complies with any limitations or restrictions on such redemption or purchase contained in this Bond Resolution.

Section 4.17 Security for Payment of Bonds; Priority of Pledge.

The Bonds shall be payable solely from, and are hereby declared to be secured by a pledge of, the Net Revenues and the gross receipts from the imposition of the Admissions Fee and the Special Student Fee. Such pledges securing the Bonds shall at all times and in all respects be and remain superior to pledges made to secure any other bonds or other obligations payable from such proceeds, except the pledge and lien securing the Senior Lien Bonds, which pledge and lien securing the Senior Lien Bonds shall be and remain superior to the pledge provided in this Section as to the Bonds.

Section 4.18 Bonds in Book-Entry Form.

Notwithstanding any other provision of this Bond Resolution with respect to the form of Bonds to the contrary, the University is hereby authorized to provide by Series Resolution for the issuance of one or more Series of Bonds solely in fully registered form registrable to a depository, a nominee or the beneficial owner of the Bonds. The University is further authorized to provide by Series Resolution that such Series of Bonds shall be evidenced by one or more certificates or by a system of book entries in form satisfactory to the Chief Financial Officer and to provide for payment, redemption, notices and like provisions in a manner consistent with such system of registration.

Section 4.19 Bonds Issued as Taxable Obligations.

Notwithstanding anything in this Bond Resolution to the contrary, the University may from time to time, pursuant to one or more Series Resolutions, provide for the issuance of Bonds the interest on which may be includable in gross income of the Holders of such Bonds for federal income taxation purposes. In such event, such Bonds may be issued as coupon bonds, payable to bearer, as provided in the applicable Series Resolution. Such Series Resolution may provide for such rules and regulations with respect to the ownership, transfer and substitution of such Bonds as are necessary to accomplish the purposes consistent with the issuance of bearer obligations.

Section 4.20 Restriction on Optional Redemption.

Notwithstanding anything in this Bond Resolution to the contrary, no redemption of Bonds which is at the option of the University may be effected unless all amounts owing under a reimbursement agreement

with any provider of a surety bond, insurance policy, line of credit or letter of credit as contemplated under Section 7.04(D) hereof shall have been paid in full.

Section 4.21 Waiver of Certain Provisions.

Notwithstanding anything in this Bond Resolution to the contrary, whenever all of the debt issued or all of the obligations incurred by the University under a Series Resolution are acquired by and are to be held to maturity by a single entity, that single entity, at its sole option, may waive any provision or requirement of this Bond Resolution that relates separately to the applicable Series of Bonds and is for the protection and benefit of such single entity only and not for the protection or benefit of any other Holder or Holders of Bonds; provided, however, that before any such waiver shall become effective, the University and the Trustee shall receive an opinion of Bond Counsel that such waiver will not adversely affect the security provided under this Bond Resolution to any other Holder or Holders of Bonds.

Section 4.22 Payments Due on Saturdays, Sundays and Holidays.

In any case where the Bond Payment Date or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of principal of, premium, if any, or interest on the Bonds need not be made on such date but may be made on the next succeeding Business Day which is not a Saturday, Sunday or legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date or the date fixed for redemption, and no interest shall accrue for the period after such date.

[End of Article IV]

ARTICLE V

RATES AND CHARGES

Section 5.01 Rate Covenants.

(A) The University specifically covenants and agrees that the Athletic Department will maintain and collect rates and charges which, when combined with other Revenues and the gross receipts of the Admissions Fee and the Special Student Fee, shall at all times be sufficient:

(1) To provide for the payment of the expenses of administration of the Athletic Department, including those of any University-sanctioned athletic booster organization, and such expenses for operation and maintenance of the Athletic Facilities as may be necessary to preserve the same in good repair and condition;

(2) To provide for the punctual payment of the principal of and interest on all Bonds and any Junior Lien Bonds that may from time to time hereafter be Outstanding;

(3) To maintain all Debt Service Funds and thus provide for the punctual payment of the principal of and interest on the Bonds;

(4) To maintain any and all Debt Service Reserve Funds in the manner herein prescribed;

(5) To build and maintain a reserve for contingencies and for improvements, renovations and expansions of the Athletic Facilities other than those necessary to maintain the same in good repair and condition;

(6) To pay all amounts owing under a reimbursement agreement with any provider of a surety bond, insurance policy, line of credit, letter of credit or similar instrument as contemplated under Section 7.04(D) hereof; and

(7) To discharge all obligations imposed by the Enabling Act and by this Bond Resolution.

(B) The University further covenants and agrees that it will at all times prescribe and maintain rates and thereafter collect charges in accordance with such rates and charges for attendance at events held at any Athletic Facilities or the use thereof which are reasonably expected to yield, along with all other Revenues, annual Net Revenues which when added to all gross receipts from the imposition of the Admissions Fee and the Special Student Fee, in the current Fiscal Year equal to at least one hundred ten percent (110%) of the Combined Annual Principal and Interest Requirement for all Bonds Outstanding in such Fiscal Year; and, promptly upon any material change in the circumstances which were contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each Fiscal Year, shall review the rates and charges for such use and shall promptly revise such rates and charges as necessary to comply with the foregoing requirement.

(C) For each Fiscal Year, the Board of Trustees shall adopt an Annual Budget for such Fiscal Year which shall set forth in reasonable detail the estimated revenues and operating expenses of the Athletic Department for each Fiscal Year and which shall include appropriations for the estimated operating expenses of the Athletic Department for such period and the amount, if any, to be deposited during such Fiscal Year in the Improvement Fund. The Board of Trustees may at any time adopt an amended Annual

Budget for the remainder of the then current Fiscal Year, or may delegate to the Chief Financial Officer the authority to revise rates and charges as may be necessary.

[End of Article V]

ARTICLE VI

JUNIOR LIEN BONDS

Section 6.01 Right to Issue Junior Lien Bonds; Accession.

(A) Notwithstanding that Bonds may be Outstanding, the University may without limitation, and free of all conditions, issue Junior Lien Bonds in such amount as it may from time to time determine, payable from the Revenues and the receipts of the imposition of the Admissions Fee and the Special Student Fee; provided that any such pledge of the Revenues and the receipts of the Admissions Fee and the Special Student Fee granted for the protection of said Junior Lien Bonds shall at all times be subordinate and inferior in all respects to the pledges of Net Revenues and the receipts of the Admissions Fee and the Special Student Fee made or authorized for the Bonds hereunder, and provided, further, that the maturity of Junior Lien Bonds may not be accelerated and paid in full unless all of the Bonds shall have been paid or provision therefor has been made pursuant to Article XVI hereof.

(B) Any Junior Lien Bonds may be further secured by any other source of payment lawfully available for such purpose.

(C) By proceedings authorizing the issuance of Junior Lien Bonds, the University may provide for the accession of such Junior Lien Bonds to the status of Bonds provided all of the following conditions are met:

(1) The Junior Lien Bonds were issued for a purpose or purposes set forth in Section 4.01(A) hereof.

(2) There shall exist on the date of accession (a) no default in the payment of the principal of or interest on the Bonds or any Junior Lien Bonds then Outstanding and (b) no default in the performance of any duties required under the provisions of this Bond Resolution and (c) no amount owed by the University with respect to the full funding of a Debt Service Reserve Fund, either by way of cash or reimbursement of any other funding mechanism.

(3) The University shall obtain an opinion of Bond Counsel to the effect that (a) this Bond Resolution and the proceedings authorizing such Junior Lien Bonds have been duly adopted and are in full force and effect; (b) the Junior Lien Bonds have been duly and lawfully authorized and executed by the University and are valid and binding upon, and enforceable against, the University (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); and (c) this Bond Resolution creates the valid pledge which it purports to create of the revenues and of moneys and securities on deposit in any of the funds established hereunder subject to the application thereof to the purposes and on the conditions permitted by this Bond Resolution.

(4) There shall be on deposit on the date of accession in a Debt Service Reserve Fund, if any such Debt Service Reserve Fund is required by the resolution authorizing the Junior Lien Bonds, an amount equal to the Reserve Requirement for such Junior Lien Bonds, considering such Junior Lien Bonds to be a Series of Bonds.

(5) There shall be deposited in the Debt Service Fund for such Series of newly-acceded Bonds the amounts which would have been required under the provisions of Section 8.06 hereof to be accumulated therein on the date of accession if said Junior Lien Bonds had originally been issued as Bonds.

(6) On the date of accession, the earnings tests prescribed by subparagraph 7 of Section 4.02(A) shall have been met.

(7) In the event such Junior Lien Bonds were issued with variable rates, the provisions of subparagraph (9) of Section 4.02(A) shall have been met.

[End of Article VI]

ARTICLE VII

ESTABLISHMENT OF FUNDS

Section 7.01 Requirement for Special Funds.

For so long a time as any sum remains due and payable by way of principal or interest on the Bonds, the accounting system for the Athletic Department shall be so arranged as to reflect the following funds or accounts relating to the revenues of the Athletic Department and such funds or accounts shall be established and maintained, and deposits shall be made therein in the manner herein required. When any of such funds or accounts are not required to be held by the Trustee, they may, if required by State law or otherwise agreed to by the University and the State Treasurer, be held by the State Treasurer on behalf of the University. One or more accounts or subaccounts may be established within any such funds or accounts by the University, the State Treasurer or the Trustee (if other than the State Treasurer), as the case may be, in order to enable the proper administration of such funds or accounts in the judgment of such party.

Section 7.02 Operation and Maintenance Fund.

(A) There shall be established and maintained by the University a fund or account designated as the Operation and Maintenance Fund. This account shall be so maintained as to accurately reflect Revenues and Net Revenues.

(B) All Revenues shall be deposited in accordance with and in the manner prescribed by Article VIII hereof into the Operation and Maintenance Fund. Money in the Operation and Maintenance Fund shall be withdrawn and made use of only in the manner and in the order of priority specified in Article VIII hereof. The Operation and Maintenance Fund is intended to provide for the payment of all expenses incurred in connection with the administration and operation of the Athletic Department (including those of any University-sanctioned athletic booster organization) and the Athletic Facilities, including, without limiting the generality of the foregoing, such expenses as may be reasonably necessary to preserve the Athletic Facilities in good repair and condition and to pay the fees and charges of the Trustee, the Paying Agent, the Registrar and the custodian or trustee of any other fund created or to be created hereunder, the costs of audits required hereunder, and the premiums for all insurance policies and any fidelity bonds required by this Bond Resolution.

(C) Withdrawals from the Operation and Maintenance Fund shall be made by the University in accordance, as nearly as practicable, with the Annual Budget then in effect.

Section 7.03 Debt Service Funds.

(A) There shall be established and maintained a Debt Service Fund for each Series of Bonds Outstanding. The Debt Service Funds are intended to provide for the payment of the principal of, premium, if any, and interest on the respective Series of Bonds as the same respectively fall due. Payments into such Funds shall be made in the manner prescribed by this Bond Resolution, including the applicable provisions of Article VIII hereof, and, except as herein provided, all money in the respective Debt Service Funds shall be used solely to pay the principal of, premium, if any, and interest on the Series of Bonds to which the same apply, and for no other purpose.

(B) The Debt Service Funds shall be kept in the complete custody and control of the Trustee and withdrawals from the Debt Service Funds shall be made only by the Trustee who shall transmit to the Paying Agent, for payment to each Bondholder, at such times as may be appropriate, the sums required to pay the principal of, premium, if any, and interest on the respective Series of Bonds.

(C) Money in the Debt Service Funds shall be invested and reinvested by the State Treasurer in Authorized Investments, maturing not later than the date on which such money is required to pay the interest and/or the principal and interest next maturing. All earnings from the investments within a Debt Service Fund shall be added to and become a part of that Debt Service Fund, but shall be credited against payments that would otherwise be made to that Debt Service Fund pursuant to the provisions of Section 8.05 hereof.

(D) There may be established in any of the Debt Service Funds from time to time a capitalized interest account to provide for the payment of interest on the Bonds of the applicable Series. Any such account shall be created by the Series Resolution relating to the issuance of the Bonds of such Series. Any earnings from the investment of moneys in a capitalized interest account not required to pay interest on the Bonds of the applicable Series during the period for which interest on the Bonds of such Series is capitalized shall be deposited in the construction fund created by the Series Resolution relating to such Series of Bonds or, if such construction fund has been terminated or no such fund was created, such earnings shall be retained in the applicable Debt Service Fund.

Section 7.04 Debt Service Reserve Funds.

(A) A Series Resolution may provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds Outstanding. Each such Debt Service Reserve Fund shall bear a number Series designation as may be necessary to distinguish such Debt Service Reserve Fund and shall, subject to the other provisions of this Bond Resolution, be maintained in an amount equal to the applicable Reserve Requirement, as determined pursuant to the Series Resolution so long as the applicable Series of Bonds shall be Outstanding. Each such fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds only, and to provide for the redemption of such Series of Bonds prior to their stated maturities. Notwithstanding anything in this Bond Resolution to the contrary, upon any shortfall of moneys in the applicable Debt Service Fund to pay principal of and interest on one or more Series of Bonds, the Trustee may in its discretion draw the applicable Debt Service Reserve Fund, if any, to cover such shortfall. Money in each Debt Service Reserve Fund shall be used for the following purposes, and for no other, viz.:

(1) to prevent a default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that moneys in the applicable Debt Service Fund are insufficient for such purposes;

(2) to pay the principal of, interest on, and premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole; or

(3) to effect partial redemption of the applicable Series of Bonds; provided that subsequent to said partial redemption, the market value of the cash and securities in such Debt Service Reserve Fund, together with the value of any surety bond, insurance policy, line of credit, or letter of credit used pursuant to Section 7.04(D) hereof in lieu of a deposit of money, shall be not less than its Reserve Requirement.

(B) Each Debt Service Reserve Fund shall be kept in the complete custody and control of the Trustee and withdrawals therefrom shall be made only by the Trustee who shall transmit to the Paying Agent, for payment to each Bondholder of the applicable Series, at such times as may be appropriate, the sums required to pay the principal of, premium, if any, and interest on such Series of Bonds.

(C) Moneys in each Debt Service Reserve Fund shall be invested and reinvested by the State Treasurer in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from investments in a particular Debt Service Reserve Fund shall be added to and become a part of

that Fund. Whenever, and as of any date of calculation, the value of the securities and money in a Debt Service Reserve Fund shall exceed the applicable Reserve Requirement, such excess shall either be used to effect partial redemption of the applicable Series of Bonds, or shall be removed from such Debt Service Reserve Fund and transferred into the Operation and Maintenance Fund or the Improvement Fund, as directed by the Chief Financial Officer or his designee.

(D) Notwithstanding anything in this Bond Resolution to the contrary, the University, in lieu of the deposit of moneys into a Debt Service Reserve Fund, may satisfy all or a portion of the applicable Reserve Requirement by causing to be so credited a surety bond, line of credit, letter of credit, insurance policy or similar instrument payable to the Trustee or the Paying Agent for the benefit of the Holders of the Bonds of a Series in an amount which together with other moneys on deposit in such Debt Service Reserve Fund is equal to such Reserve Requirement.

(E) In the event a Debt Service Reserve Fund has been funded with a surety bond, insurance policy, line of credit, letter of credit or similar instrument and either such instrument has been drawn upon, moneys available to repay such surety bond, insurance policy, line of credit, letter of credit or similar instrument provider shall first be used to reinstate the surety bond, insurance policy, line of credit, letter of credit or similar instrument to its original amount. Any interest or fees due to the surety bond, insurance policy, line of credit, letter of credit or similar instrument provider, other than reinstatement, shall be subordinate to any amounts payable upon the Bonds.

(F) In the event a Debt Service Reserve Fund is funded with a surety bond, insurance policy, line of credit, letter of credit or similar instrument, any revenues available for debt service on the Bonds shall be distributed on a pro rata basis among the Outstanding Bonds of each Series without regard to the method or level of funding of the respective Debt Service Reserve Funds, if any, for each Series.

(G) Any cash or investments on deposit in or credited to a Debt Service Reserve Fund shall be withdrawn prior to any draw on the surety bond, insurance policy, line of credit, letter of credit or similar instrument with respect thereto. In the event the amount on deposit in, or credited to, a Debt Service Reserve Fund, in addition to the amount available under the surety bond, insurance policy, line of credit, letter of credit or similar instrument in question (the "Original Funding Instrument") includes amounts available under another surety bond, insurance policy, line of credit, letter of credit or similar instrument (the "Additional Funding Instrument"), draws on the Original Funding Instrument and the Additional Funding Instrument shall be made on a pro rata basis to fund any insufficiency in the applicable Debt Service Fund.

Section 7.05 Improvement Fund.

(A) There shall be established and maintained by the Trustee with respect to the Athletic Department an Improvement Fund. The Improvement Fund is established hereunder in order to provide a reasonable reserve for contingencies and for improvements, expansions and renovations of the Athletic Facilities.

(B) Money in the Improvement Fund shall be withdrawn by the University from time to time, upon direction to the Trustee, and used solely:

(1) For the purpose of restoring depreciated or obsolete items of the Athletic Facilities;

(2) For improvements, expansions and renovations to the Athletic Facilities, other than for those things which are reasonably necessary to maintain such facilities in good repair and condition;

(3) To defray the cost of unforeseen contingencies;

(4) To prevent defaults of Senior Lien Bonds, Bonds (should any Debt Service Fund or Debt Service Reserve Fund prove to be insufficient for such purposes) and Junior Lien Bonds; and

(5) For optional redemption of Bonds;

provided, however, that prior to any withdrawals from the Improvement Fund, the Trustee shall determine that no deficiency exists at such time in any Debt Service Fund or Debt Service Reserve Fund.

Section 7.06 Investment of Moneys in the Operation and Maintenance Fund and the Improvement Fund.

Moneys in the Operation and Maintenance Fund and the Improvement Fund shall be invested and reinvested by the State Treasurer in Authorized Investments. Any earnings on investments referred to in this Section will accrue to the benefit of the Fund in which such investments are contained.

Section 7.07 Construction Funds.

(A) Whenever the University shall issue Bonds, the proceeds of which are to be used for construction, improvement, expansion, renovation or repair of the Athletic Facilities, there shall be established under the applicable Series Resolution and maintained by the Trustee a construction fund into which proceeds from the sale of the Bonds of such Series, and earnings from investment thereof, shall be deposited. Each such construction fund shall bear a number Series designation as may be necessary to distinguish such construction fund and shall, subject to the other provisions of this Bond Resolution, be maintained until all funds are expended therefrom whether for the project for which the Bonds were issued or pursuant to Section 7.07(C) hereof. At the direction of the University, any construction fund may be divided into separate subaccounts for purposes of tracking costs of issuance, capitalized interest and the like.

(B) Money in any construction fund shall be invested and reinvested by the State Treasurer in Authorized Investments. Any earnings on investment of money in any construction fund shall accrue to the benefit of such construction fund.

(C) Upon completion of construction, renovation or repair of any project and the expenditure of all sums necessary therefor, any moneys remaining in any construction fund at such time shall, at the discretion of the Chief Financial Officer, be used to construct, renovate, repair or improve additional Athletic Facilities as may be approved by the Board of Trustees, or may be used to fund any amounts required to be paid to the United States Government pursuant to Section 148(f) of the Code as rebate of arbitrage earnings or be used to pay interest or principal on the particular Series of Bonds.

[End of Article VII]

ARTICLE VIII

DISPOSITION OF REVENUES

Section 8.01 Deposits to the Operation and Maintenance Fund; Dispositions Therefrom.

The Revenues as received shall be promptly deposited in the Operation and Maintenance Fund. Withdrawals from the Operation and Maintenance Fund for administration of the Athletic Department (including those of any University-sanctioned athletic booster organization) and the operation and maintenance of the Athletic Facilities may be made periodically as required to fund the same as set forth in the Annual Budget. The dispositions from the Operation and Maintenance Fund required by Section 8.03 and Sections 8.05 through 8.09 hereof shall be made at the times provided in this Article following the delivery of the first Series of Bonds issued pursuant to this Bond Resolution and in the order of priority established by the sequence of the remaining Sections of this Article.

Section 8.02 Requirement of Annual Budget.

For each Fiscal Year, the Board of Trustees will cause to be prepared the Annual Budget with respect to the Athletic Department for the next ensuing Fiscal Year (which may be a part of the general budget of the University), which shall reflect the rates and charges for attendance at events held at any Athletic Facilities for the ensuing Fiscal Year, an estimate of the Revenues and of receipts from the imposition of the Admissions Fee and the Special Student Fee, and all sums which the Board of Trustees intend to spend for the Athletic Facilities during such Fiscal Year. Such amounts shall be detailed in accordance with generally accepted accounting principles, and shall set forth:

(A) all sums intended to be expended for operation and maintenance for such Fiscal Year; and

(B) all sums intended for the Improvement Fund for such Fiscal Year.

Copies of such Annual Budget shall be made available to the Trustee and to any Bondholder requesting the same. The provisions of this Section shall not preclude, however, any revisions of the Annual Budget.

Section 8.03 [Reserved].

Section 8.04 Deposits of Admissions Fee and Special Student Fee Receipts.

As receipts from the imposition of the Admissions Fee and the Special Student Fee are collected by the University, the same shall be promptly remitted to the Trustee, who shall deposit the same as received, pro-rata as to all Outstanding Bonds, in the respective Debt Service Funds.

Section 8.05 Payments for Bonds.

Provision shall be made for the payment of the principal of and interest on all Bonds then Outstanding, all without priority of any Bonds over others. To that end:

(A) On or before the fifteenth day of the month immediately preceding each Bond Payment Date, there shall be paid from the Operation and Maintenance Fund, for deposit in the respective Debt Service Funds, an amount sufficient to discharge all interest to become due on the respective Series of Bonds on the next ensuing interest payment date; provided, however, that if provision has been made for the payment of all or part of the next installment of interest to become due on any Series of Bonds, pursuant to

any other provision of this Bond Resolution (including without limitation from deposits of fee receipts pursuant to Section 8.04 hereof), or any Series Resolution, or by reason of investment earnings, then, in such event, the deposits required by this paragraph (A) may be omitted, or reduced accordingly. If, as a result of the provision in a Series Resolution that any Series of Bonds shall bear interest payable for a period less than semi-annually, and any Holder of such Bonds shall receive payments of interest for any period for which payments were not made to holders of Bonds bearing interest payable semi-annually, then there shall be set aside in the applicable Debt Service Fund in trust for the benefit of the Holders of Bonds bearing interest payable semi-annually an amount of money equal to the interest accrued on the Bonds bearing interest payable semi-annually for such period.

(B) On or before the fifteenth day of the month immediately preceding each Bond Payment Date on which no payment of principal is due to be made, there shall be paid from the Operation and Maintenance Fund, for deposit in the respective Debt Service Funds, a sum equal to one-half of the aggregate amount of principal of all Bonds becoming due and payable on the next ensuing Bond Payment Date on which a payment of principal is due to be made. On or before the fifteenth day of the month immediately preceding each Bond Payment Date on which a payment of principal is due to be made, there shall be deposited in the respective Debt Service Funds a sum equal to the amount necessary, when added to the payment made pursuant to the preceding sentence, to discharge the aggregate amount of principal of all Bonds becoming due and payable on such ensuing Bond Payment Date (whether at stated maturity or by sinking fund installment); provided, however, that if provision has been made for the payment of all or part of either of the above-referenced installments of principal to become due on the Bonds, pursuant to any other provision of this Bond Resolution (including without limitation from deposits of fee receipts pursuant to Section 8.04 hereof), or any Series Resolution, or by reason of investment earnings, then, in such event, the deposits required by the preceding sentence of this paragraph may be omitted, or reduced accordingly.

Section 8.06 Depositions for the Debt Service Reserve Funds; Valuation.

(A) (1) The market value of the cash and securities in each Debt Service Reserve Fund, if any, shall be calculated as of each Bond Payment Date (such calculation to be made within forty-five (45) days after such Bond Payment Date), in order to determine if such Debt Service Reserve Fund contains the amount required by the applicable Series Resolution and the extent to which payments therefor or withdrawals therefrom must be made. In the event the aggregate market value of such cash and securities, together with any surety bond, insurance policy, line of credit or letter of credit as described in Section 7.04(D) hereof, in a Debt Service Reserve Fund is determined not to equal the applicable Reserve Requirement, there shall be paid from the Operation and Maintenance Fund, for deposit into such Debt Service Reserve Fund, on the last Business Day of each of the twelve (12) months following a determination of a deficiency in such Debt Service Reserve Fund one-twelfth (1/12) of the amount necessary to re-establish in such Debt Service Reserve Fund its Reserve Requirement; provided, however, nothing herein shall preclude the University from fully re-establishing such Reserve Requirement in a more timely fashion than as so prescribed.

(2) In the event the aggregate market value of cash and securities, together with any surety bond, insurance policy, line of credit or letter of credit as described in Section 4.04(D) hereof, in a Debt Service Reserve Fund is determined to be in excess of the applicable Reserve Requirement, such excess of cash and securities may, at the direction of the University be (a) deposited in the Operation and Maintenance Fund or (b) used to purchase and retire Bonds of the applicable Series at prices not exceeding the call price first to become available or then prevailing.

(3) Any surety bond, line of credit, insurance policy or letter of credit being used to meet the Reserve Requirement of a Debt Service Reserve Fund shall be valued at the amount still remaining to be drawn thereon; and in the event that any such surety bond, line of credit, insurance policy or letter of credit

has been drawn upon, the amount necessary to restore the principal balance thereof shall be paid by the University in the same manner and on a parity with the payments described in this Section.

(B) In the event a Debt Service Reserve Fund is funded with both moneys and a surety bond, insurance policy, line of credit or letter of credit as the latter are contemplated by Section 7.04(D) hereof, any available revenues to replenish such Debt Service Reserve Fund shall be used, first, to reimburse the provider of such surety bond, insurance policy or letter of credit and thereby reinstate such surety bond, insurance policy, line of credit or letter of credit, and, second, to replenish said moneys.

Section 8.07 Reimbursement of Interest on Amounts Advanced for Debt Service Reserve Funds.

Provision shall then be made from the Operation and Maintenance Fund for payment of interest on amounts advanced by the provider of any surety bond, insurance policy, line of credit or letter of credit as contemplated in Section 7.04(D) hereof.

Section 8.08 Payments for Junior Lien Bonds.

Provision shall then be made from the Operation and Maintenance Fund for the payment of any other indebtedness which is junior and subordinate to the Bonds in the order of priority contemplated by the proceedings authorizing their issuance.

Section 8.09 Deposits for the Improvement Fund.

To the extent funds are available, there shall be paid from time to time from the Operation and Maintenance Fund, for deposit into the Improvement Fund amounts such that the entire amount deposited during a Fiscal Year equals that sum which has been budgeted for the Improvement Fund for that Fiscal Year as provided in Section 8.02(B) hereof; provided, however, that if provision has been made for the payment of all or part of that Fiscal Year's deposit to the Improvement Fund, due to accumulations of moneys therein or by reason of investment earnings, then, in such event, the deposits required by this Section may be omitted, or reduced accordingly.

Section 8.10 Use of Surplus Amounts.

At any time that there is in the Operation and Maintenance Fund an amount sufficient to make all payments permitted or required by Section 8.03 and Sections 8.05 through 8.09 hereof through the next ensuing Bond Payment Date, the University may withdraw any moneys in excess of such amount and use them (a) to make additional deposits to the Improvement Fund (whether or not in excess of the amounts budgeted therefrom) or (b) in the discretion of the Board of Trustees, for any other lawful purpose of the University.

[End of Article VIII]

ARTICLE IX

AGREEMENT TO FURNISH INFORMATION WITH RESPECT TO THE FACILITIES

Section 9.01 Keeping Records.

The University recognizes that those who may from time to time hereafter be Bondholders will, throughout the life of the Bonds, require full information with respect to the Athletic Department, the fiscal affairs of the Athletic Department, and all matters incident to each. To that end the University covenants and agrees that it will install and thereafter at all times maintain proper books of records and accounts, separate and distinct from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Athletic Department, and all revenues and receipts derived therefrom, directly or indirectly. Such books and records shall be kept in such fashion as to reveal in detail:

(1) All transactions incurred by the University with respect to the Athletic Facilities and the Athletic Department (including those of any University-sanctioned athletic booster organization);

(2) Revenues and the source from whence derived;

(3) All expenses incurred in the operation and maintenance of the Athletic Facilities suitably identified as to purpose;

(4) Net Revenues;

(5) All expenditures made from the several funds established by this Bond Resolution, and the Series Resolutions authorizing the issuance of the Bonds;

(6) The rate schedules that may from time to time be in effect as to attendance of events at any of the Athletic Facilities; and

(7) Receipts from the imposition of the Admissions Fee and the Special Student Fee.

Section 9.02 Audit Required.

The University further covenants and agrees that so long as any Bonds are Outstanding, it will, as soon after the close of each Fiscal Year as possible, cause to be made and completed by the Accountants, an audit of the records, books and accounts pertaining to the Athletic Department (including those of any University-sanctioned athletic booster organization), which may be included as separate schedules in the general audit of the University, made in accordance with generally accepted accounting practices, showing, among other things, Net Revenues and gross receipts from the imposition of the Admissions Fee and the Special Student Fee, and to furnish a copy of such audit to the Trustee. Such audit shall comment upon any violation of any provision of any resolution authorizing the issuance of any Senior Lien Bonds, Bonds or Junior Lien Bonds and any violation of any provision of this Bond Resolution or any Series Resolution noted by the Accountants, and such other matters as to them seem pertinent. The cost of such audit shall be treated as a part of the cost of operating and maintaining the Athletic Department. Copies of such audit shall also be made available to any Bondholder who shall have requested the same in writing to the Trustee.

[End of Article IX]

ARTICLE X

INSURANCE

Section 10.01 Insurance.

The University covenants and agrees that so long as any Bonds are Outstanding:

(A) It will keep all structures comprising the Athletic Facilities continuously insured under fire and extended coverage policies, in an amount at least equal to the face amounts of all Bonds Outstanding; provided, however, that in case the principal amount of such Outstanding Bonds shall be greater than the insurable value of the Athletic Facilities, then the University shall insure such facilities to the extent of their insurable value.

(B) In case of loss, the proceeds of the casualty insurance referred to in paragraph (A) above shall be applied to repair or to restore such facilities, or the contents thereof, to their former condition, or in such manner as will make such facilities usable, for the acquisition of additional Athletic Facilities, or for the redemption of Bonds at the earliest practicable date.

(C) It will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the University against defalcation of all University or State employees handling money derived from the Athletic Facilities or signing checks on any bank accounts relating to the Athletic Facilities, other than the Trustee, each Registrar or each Paying Agent.

(D) All premiums on all bonds or insurance policies shall be deemed a part of the cost of operating and maintaining the Athletic Facilities.

(E) All insurance policies shall be open to the inspection of any Bondholder at any reasonable time.

(F) All money received by the University as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund or account depleted by the defalcation.

(G) It will comply with the requirements of any State law regarding the mandatory purchase of liability insurance.

Notwithstanding anything herein to the contrary, the Trustee shall have no duty hereunder to hold the insurance policies or certificates or surety bonds referred to in this Article.

[End of Article X]

ARTICLE XI

ADDITIONAL COVENANTS; DISPOSITION OF FACILITIES

Section 11.01 Additional Covenants to Secure Bonds.

(A) The University further covenants and agrees that:

(1) Neither the Athletic Facilities, nor any part thereof, nor any of the income or revenues derived from the Athletic Facilities, have been or will be hypothecated, mortgaged, otherwise pledged or encumbered, save and except as herein disclosed and provided for; and provided that nothing in this Section shall prevent the University from financing the acquisition of any item or items of equipment for or related to the Athletic Facilities, which financing is secured by a purchase money security interest or the equivalent thereof.

(2) So long as there are any Bonds outstanding and unpaid, it will perform all duties with reference to the Athletic Facilities required by the Constitution and statutes of the State, including without limitation the Enabling Act, and the University hereby irrevocably covenants, binds and obligates itself not to pledge, mortgage or otherwise encumber the Athletic Facilities or any part thereof, or any revenues therefrom, except in the manner herein authorized, and it will not sell, lease or dispose of any portion of the Athletic Facilities, necessary or useful (as determined by the University) in the operation of such facilities, until all Bonds shall be paid in full, or unless and until provision shall have been made for the payment of all Bonds and the interest thereon in full, and the University further obligates itself and covenants and agrees with the Bondholders to operate and maintain in good condition the Athletic Facilities, and to collect and charge such rates for the services provided by or the use of the Athletic Facilities so that the Net Revenues, along with the receipts from imposition of the Admissions Fee and the Special Student Fee, will be sufficient at all times to meet the requirements of this Bond Resolution.

(3) It will not discriminate, nor permit discrimination, by its employees, agents, lessees, or others operating the Athletic Facilities in the use thereof because of race, religion, creed or national origin.

(4) It will permit, so long as there are any Bonds Outstanding, any Bondholder to inspect the Athletic Facilities and all records and accounts thereof, as well as records and accounts pertaining to the imposition of the Admissions Fee and the Special Student Fee, under reasonable terms and conditions and after reasonable notice has been given.

(5) It will not make any use, and it shall not direct the Trustee and each fiduciary to make any use of the proceeds of any Series Bonds which Bonds were intended upon the issuance thereof to be exempt from federal income taxation, which, if such use had been reasonably expected on the date of the issuance of the Bonds of such Series would have caused such Bonds or any other Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code.

(6) As to any Series of Bonds which were intended at the time of their issuance to be exempt from federal income taxation, it will take all actions required of it under the Code that are necessary to preserve the tax-exempt status of such Bonds, including without limitation, actions necessary to comply with all information reporting requirements and any obligation to rebate arbitrage earnings on the proceeds of such Bonds to the United States Government.

(7) It will make all payments or deposits required under Articles VII and VIII of this Bond Resolution in a timely manner.

(8) It will, from time to time, forward to the Trustee, in writing, the name of the Chief Financial Officer and any designee of such Chief Financial Officer, together with a specimen signature of such individual.

(B) Notwithstanding any provision in this Bond Resolution to the contrary:

(1) The University shall not be obligated to charge any fee for attendance at any intercollegiate athletic event held at any of the Athletic Facilities; and

(2) The University may permit events to be held at any of the Athletic Facilities which are not related to activities of the Athletic Department and in any such cases, any fees or concessions recovered by the University in connection with attendance at such events shall not be deemed to be Revenues unless the University so elects.

Section 11.02 Sale and Disposition of Facilities.

(A) The University shall have the right to dispose of any obsolete or worn out equipment, furniture and furnishings which may be at any time a part of the Athletic Facilities, but all moneys realized therefrom shall be treated as a part of the Revenues.

(B) Pursuant to resolution of the Board of Trustees, the University, upon the written recommendation of the Chief Financial Officer that such action will not adversely affect the ability of the University to discharge its obligations under this Bond Resolution, may abandon any portion of the Athletic Facilities which it finds to be no longer serviceable or may discontinue providing any service now or hereafter provided by the University, whether directly or indirectly, in or by any of such facilities.

(C) The University may sell or otherwise dispose of (other than as provided in paragraphs (A) and (B) of this Section) any portion of the Athletic Facilities, provided that:

(1) The Trustee shall be provided with an appraisal from an independent certified appraiser stating that in its opinion the purchase price or other consideration to be received represents the full market value of the portion of the facilities sought to be sold or otherwise disposed of;

(2) A resolution of the Board of Trustees shall have been adopted, to which shall have been appended a recommendation of the Chief Financial Officer as to the same and a copy of the appraisal referred to above, approving the sale or other disposition and prescribing that the proceeds of the sale or other disposition shall be deposited in a separate fund with the Trustee and applied either (a) to the Improvement Fund, or (b) applied to the partial payment and redemption of the Bonds in the manner provided for redemptions in this Bond Resolution; and

(3) The University shall have obtained any approvals required under the laws of the State.

(D) Pursuant to resolution of the Board of Trustees, the University, upon the written recommendation of the Chief Financial Officer that such action will not adversely affect the ability of the University to discharge its obligations under this Bond Resolution and upon receipt of a written opinion of Bond Counsel that such action will not adversely affect the tax-exempt status of any of the Bonds, may

change from a provision of services directly by the University in or by any of the Athletic Facilities to provision of such services by an independent contractor, and vice versa.

[End of Article XI]

ARTICLE XII

MODIFICATION OF RESOLUTION

Section 12.01 Modification Without Bondholder Approval.

(A) Provided always that the security of the Bonds shall not be lessened, or in any manner impaired, the Board of Trustees, with the consent of any Bond Insurer, may for any one or more of the following purposes at any time, or from time to time, adopt a resolution amending or supplementing this Bond Resolution, which resolution shall be fully effective in accordance with its terms:

(1) To provide for the issuance of a Series of Bonds in accordance with Article IV of this Bond Resolution;

(2) To add to the covenants and agreements of the University in this Bond Resolution, and to provide for other covenants and agreements thereafter to be observed relative to the operation, maintenance, construction or administration of any part of the Athletic Facilities; it being further specifically provided that the Chief Financial Officer is hereby authorized prior to the sale of any Series of Bonds to increase the required ratios involving Net Revenues herein or to increase the credit rating requirements for the providers of Debt Service Reserve Fund substitutes;

(3) To surrender any right, power or privilege reserved to or conferred upon the University by this Bond Resolution; or

(4) To cure, correct and remove any ambiguity or inconsistent provisions contained in this Bond Resolution.

(B) It is further provided that, except for a Series Resolution as permitted by paragraph (A) above and Article IV hereof, such supplemental resolution shall not become effective until a copy thereof, duly certified, shall have been filed with the Trustee and each Paying Agent.

Section 12.02 Modification With Bondholder Approval.

The rights and duties of the University and the Bondholders and the terms and provisions of this Bond Resolution may be modified or altered in any respect by an amendatory or supplementary resolution adopted by the Board of Trustees with the consent of the Holders of sixty-six and two-thirds percent (66 2/3%) in principal amount of all Bonds of each Series which would be affected by such modification or alteration then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Holders and duly acknowledged or proven in the manner satisfactory to the Trustee, and with the consent of any Bond Insurer, but no such modification or alteration shall:

(A) Extend the maturity of any payment of principal or interest due upon any Bond;

(B) Effect a reduction in the amount which the University is required to pay by way of principal of, interest or redemption premium on any Bonds;

(C) Effect a change as to the type of currency in which the University is obligated to effect payment of the principal of, interest and redemption premiums of any Bond;

(D) Permit the creation of a pledge of or lien upon the Revenues or upon the receipts of the imposition of the Admissions Fee and the Special Student Fee prior or equal to that provided herein with respect to the Bonds, except as authorized in this Bond Resolution;

(E) Permit preference or priority of any Bonds to others;

(F) Alter or modify the provisions of Section 4.02 or of Articles V, VII, and VIII hereof (except in the manner as may be referred to in Section 12.01 hereof); or

(G) Reduce the percentage required for the written consent to the modification or alteration of the provisions of this Bond Resolution;

without the consent of the Holders of all Bonds affected by such change or modification.

Section 12.03 Procedure for Procuring Bondholder Approval.

The University and the Trustee may rely upon the registration books maintained by the Registrar to determine who are the Holders of the Bonds. Any and all modifications made in the manner hereinabove provided for shall not become effective until there has been filed with the Trustee and each Paying Agent a copy of such amendatory or supplementary resolution hereinabove provided for, duly certified, as well as proof of consent to such modification by the Holders of sixty-six and two-thirds percent (66 2/3%) in principal amount of the Bonds of each Series then Outstanding.

[End of Article XII]

ARTICLE XIII

EVENTS OF DEFAULT

Section 13.01 Events of Default.

The occurrence and continuation of any of the following events is hereby declared an "Event of Default" hereunder:

(A) Payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption;

(B) Payment of any installment of interest on any Bonds shall not be made when the same becomes due and payable;

(C) Payment of any installment of either interest or principal of any Junior Lien Bonds shall not be made when the same becomes due and payable or any other event of default shall exist with respect to any Junior Lien Bonds;

(D) The University shall for any reason be rendered incapable of fulfilling its obligations hereunder;

(E) An order or decree shall be entered with the consent or acquiescence of the University appointing a receiver, or receivers, of the Athletic Facilities, the Athletic Department or of the Revenues, or any proceedings shall be instituted with the consent or acquiescence of the University for the purpose of effecting a composition between the University and its creditors whose claims relate to the Athletic Facilities or the Athletic Department, or for the purpose of adjusting claims of such creditors, pursuant to any Federal or State statute now or hereafter enacted, or if such order or decree, having been entered without the consent or acquiescence of the University, shall not be vacated or discharged or stayed on appeal within sixty (60) days after entry thereof, or if such proceeding having been instituted without the consent or acquiescence of the University, shall not be withdrawn or any orders entered shall not be vacated, discharged, or stayed on appeal within sixty (60) days after the institution of such proceedings, or the entry of such orders;

(F) The University shall fail to operate the Athletic Facilities or the Athletic Department in an efficient and business-like fashion or shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in this Bond Resolution, and such default shall continue for thirty (30) days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the University by any Bondholder, provided that in the case of default specified in this paragraph (F), if the default be such that it cannot be corrected within the said thirty (30) day period, it shall not constitute an event of default if corrective action is instituted by the University within said thirty (30) day period and diligently pursued until the default is corrected; or

(G) The occurrence of an event of default on the part of the University under any reimbursement agreement between the University and a provider of a surety bond, insurance policy, line of credit or letter of credit as contemplated under Section 7.04(D) hereof.

The provisions of the preceding paragraph (F) are subject to the following limitations: If by reason of force majeure the University is unable in whole or in part to carry out its agreements herein contained (other than the obligations on the part of the University contained in any of Section 4.02 or Articles V, VII and VIII hereof as to which this paragraph shall have no application), the University shall not be deemed in

default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, tunnels or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the University, it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the University, and the University shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the University unfavorable to the University.

[End of Article XIII]

ARTICLE XIV

REMEDIES

Section 14.01 Accelerating; Annulment of Acceleration.

(A) Except as specifically provided herein, upon the happening of an Event of Default, subject to the provisions of Section 17.01 hereof, the Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall, by notice in writing to the University, declare all Bonds Outstanding immediately due and payable. Such Bonds shall become and be immediately due and payable, anything in the Bonds or in this Bond Resolution to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment.

(B) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Resolution, the Trustee may annul such declaration and its consequences with respect to any Bonds not then due by their terms if:

(1) Moneys shall have been deposited in the respective Debt Service Funds sufficient to pay all matured installments of interest and principal (other than principal then due only because of such declaration) of all Outstanding Bonds;

(2) Moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee;

(3) All other amounts then payable by the University hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and

(4) Every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 14.02 Additional Remedies and Enforcement of Remedies.

(A) Upon the happening of any Event of Default, subject to the provisions of Section 17.01 hereof, the Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall proceed forthwith to protect and enforce its rights and the rights of the Bondholders under this Bond Resolution by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to:

(1) Requiring the University to carry out its duties and obligations under the terms of this Bond Resolution and under the Enabling Act;

(2) Suit upon all or any part of the Bonds;

(3) Civil action to require the University to account as if it were the trustee of an express trust for the Holders of Bonds;

(4) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds; or

(5) Enforcement of any other right of the Bondholders conferred by law or by this Bond Resolution including the right to make proper application to a court of competent jurisdiction for the appointment of a receiver to administer and operate the Athletic Facilities and the Athletic Department. Such receiver shall be given full power to fix rentals and charges for the Athletic Facilities, sufficient to provide for the payment of principal of Bonds and the interest thereon, and for the payment of the expenses of operating and maintaining the Athletic Facilities, and to apply the income and revenues of the Athletic Facilities and the Athletic Department to the payment of principal of such Bonds and the interest thereon.

(B) Regardless of the happening of an Event of Default, the Trustee, if requested in writing by the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised by Counsel shall be necessary or expedient:

(1) To prevent any impairment of the security under this Bond Resolution by any acts which may be unlawful or in violation of this Bond Resolution; or

(2) To preserve or protect the interests of the Bondholders, provided that such request is in accordance with law and the provisions of this Bond Resolution and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Holders of Bonds not making such request.

Section 14.03 Application of Revenues and Other Moneys After Default.

(A) The University covenants that if an Event of Default shall happen and shall not have been remedied, the University, upon demand of the Trustee, shall pay or cause to be paid over to the Trustee:

(1) Forthwith, all moneys and securities then held by the University which is credited to any fund under this Bond Resolution; and

(2) As promptly as practicable after receipt thereof, all Revenues and receipts from the imposition of the Admissions Fee and the Special Student Fee.

(B) During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, Revenues, receipts from the imposition of the Admissions Fee and the Special Student Fee, payments and receipts in its possession and the income therefrom as follows and in the following order:

(1) To the payment of the reasonable and proper charges of the Trustee;

(2) To the payment of the necessary costs of operating and maintaining the Athletic Facilities; and

(3) To the payment of the interest and principal (and premium, if any) then due on the Bonds, as follows:

(a) Unless the principal of all of the Bonds shall have become or have been declared due and payable,

(i) First: To the payment of the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference; and

(ii) Second: To the payment to the persons entitled thereto of the unpaid principal installments (and premiums, if any) of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal (plus redemption premium, if any) due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any differences as to the respective rates of interest specified in the Bonds.

(4) For the purposes and to the respective funds set forth in Article VIII hereof, in the order set forth therein.

Section 14.04 Remedies Not Exclusive.

No remedy by the terms of this Bond Resolution conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Bond Resolution or existing at law or in equity or by statute (including the Enabling Act) on or after the date hereof.

Section 14.05 Remedies Vested in Trustee.

All rights of action (including the right to file proof of claims) under this Bond Resolution or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds. Subject to the provisions of Section 14.03 hereof, any recovery of judgment shall be for the equal benefit of the Holders of the Outstanding Bonds.

Section 14.06 Majority of Bondholders Control Proceedings.

If an Event of Default shall have occurred and be continuing, notwithstanding anything in this Bond Resolution to the contrary, the Holders of at least a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the

enforcement of the terms and conditions of this Bond Resolution or for the appointment of a receiver or any other proceedings hereunder, provided that such direction is in accordance with law and the provisions of this Bond Resolution (including indemnity to the Trustee) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Bondholders not joining in such direction and provided further that nothing in this Section shall impair the right of the Trustee in its discretion to take any other action under this Bond Resolution which it may deem proper and which is not inconsistent with such direction by Bondholders.

Section 14.07 Individual Bondholder Action Restricted.

(A) No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Bond Resolution or for the execution of any trust hereunder or for any remedy under this Bond Resolution unless:

(1) An Event of Default has occurred:

(a) under Paragraph (A) or (B) of Section 13.01 hereof;

(b) as to which the Trustee has actual notice; or

(c) as to which the Trustee has been notified in writing; and

(2) The Holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in this Bond Resolution or to institute such action, suit or proceeding in its own name; and

(3) Such Bondholders shall have offered the Trustee reasonable indemnity; and

(4) The Trustee shall have failed or refused to exercise the powers herein granted or to institute such action, suit or proceedings in its own name for a period of sixty (60) days after receipt by it of such request and offer of indemnity.

(B) No one or more Holders of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Bond Resolution or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Holders of all Bonds Outstanding.

(C) Nothing contained in this Bond Resolution shall affect or impair, or be construed to affect or impair, the right of the Holder of any Bond

(1) to receive payment of the principal of or interest on such Bond on the due date thereof; or

(2) to institute suit for the enforcement of any such payment on or after such due date.

Section 14.08 Termination of Proceedings.

In case any proceeding taken by the Trustee or any Bondholder on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondholders, the University, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee and the Bondholders shall continue as if no such proceeding had been taken.

Section 14.09 Waiver and Nonwaiver of Event of Default.

(A) No delay or omission of the Trustee or of any Holder of the Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article XIV to the Trustee and the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(B) The Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Bond Resolution, or before the completion of the enforcement of any other remedy under this Bond Resolution.

(C) Notwithstanding anything contained in this Bond Resolution to the contrary, but subject to the provisions of Section 17.01 hereof, the Trustee, upon the written request of the Holders of at least a majority of the aggregate principal amount of Bonds then Outstanding (including, if more than one Series of Bonds shall at the time be Outstanding, the Holders of a majority in principal amount of all Bonds then Outstanding of each such Series), shall waive any Event of Default hereunder and its consequences; provided, however, that except under the circumstances set forth in subsection (B) of Section 14.01 hereof or subsection (B) of this Section 14.09, a default in the payment of the principal of, premium, if any, or interest on, any Bond, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Bonds at the time Outstanding.

(D) In case of any waiver by the Trustee of an Event of Default hereunder, the University, the Trustee and the Bondholders shall be restored to their former positions and rights under this Bond Resolution, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this Section.

Section 14.10 Notice of Defaults.

(A) Within thirty (30) days after:

(1) the receipt of notice of an Event of Default as provided in Section 14.07(A) (1) hereof, or

(2) the happening of an Event of Default under Paragraph (A) or (B) of Section 13.01 hereof, as to which the Trustee shall be deemed to have notice,

the Trustee shall, unless such Event of Default shall have theretofore been cured, give written notice thereof by first class mail to each Holder of Bonds then Outstanding, provided that, except in the case of a default in the payment of principal (together with premium, if any) of or interest on any of the Bonds, the Trustee may withhold such notice if, in its sole judgment, it determines that the withholding of such notice is in the best interests of the Bondholders.

(B) The Trustee shall immediately notify the University of any Event of Default known to the Trustee.

[End of Article XIV]

ARTICLE XV

TRUSTEE AND ITS FUNCTIONS; OTHER FIDUCIARIES

Section 15.01 Appointment and Vesting of Powers in Trustee; Limitation of Rights of Bondholders to Appointment Trustee.

The University hereby appoints the State Treasurer as the Trustee. The Trustee shall be and is hereby vested with all rights and powers necessary to enable it to discharge its duties hereunder but the right of the Bondholders to appoint a trustee hereunder is limited to the circumstances contemplated by Section 15.10 hereof.

Section 15.02 Functions of Trustee.

The Trustee shall have the following additional functions:

(A) To act as custodian of the respective Debt Service Funds and Debt Service Reserve Funds; and

(B) To make reports to the University on a monthly or such other basis as may be requested by the University, but not less often than semi-annually:

(1) Establishing balances on hand;

(2) Listing investments made for any fund handled by the Trustee;

(3) Establishing the sufficiency of each Debt Service Fund and Debt Service Reserve Fund.

Section 15.03 Duty of Trustee With Respect to Deficits in Debt Service Funds.

It shall be the further duty of the Trustee to give written notice to the University ten (10) days prior to each Bond Payment Date, if there is any deficiency in any of the Debt Service Funds which would result in a need for further moneys to meet the payment of interest and/or principal falling due on the next ensuing Bond Payment Date, and the extent, if any, to which resort must be had to a particular Debt Service Reserve Fund to meet such deficiency.

Section 15.04 Acceptance by Trustee Required.

Prior to the delivery of any Bonds, the Trustee appointed pursuant to Section 15.01 hereof shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Bond Resolution, by executing and delivering to the University a written acceptance thereof.

Section 15.05 Liability as to Recitals in Bond Resolution and Bonds.

The recitals of fact made in this Bond Resolution and in the Bonds shall be taken as statements of the University, and the Trustee shall not be deemed to have made any representation as to the correctness of the same, nor shall the Trustee be deemed to have made any representation whatsoever as to the validity or sufficiency of this Bond Resolution or of the Bonds issued hereunder except with respect to the authentication of any Bonds. Nor shall the Trustee be under responsibility or duty with respect to the issuance of said Bonds, or the application of the proceeds thereof, except to the extent provided for herein.

Nor shall the Trustee be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

Section 15.06 Trustee May Rely on Notices, etc.

The Trustee shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 15.07 Trustee Permitted to Resign.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving to the University and the Bondholders written notice of such resignation, specifying a date (not less than sixty (60) days after such notice) when such resignation shall take effect. Such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment and qualification of such successor.

Section 15.08 Removal of Trustee.

(A) The Trustee, if other than the State Treasurer, may be removed at any time by the Holders of not less than fifty percent (50%) of the principal amount of Bonds at such time Outstanding.

(B) The Trustee, if other than the State Treasurer, may likewise be removed at any time by the University with the consent and approval of the Holders of not less than fifty percent (50%) of the principal amount of the Bonds at such time Outstanding.

Section 15.09 Appointment of Successor Trustee Upon Resignation or Removal of Trustee.

(A) In case at any time the Trustee shall resign, or be removed or become incapable of acting, or be adjudged a bankrupt or insolvent, or a receiver of its property shall be appointed, or any public officer shall take charge or control of its property or affairs, a successor thereto shall be promptly appointed by a resolution of the Board of Trustees duly adopted. Such successor shall in all instances be a bank or trust company duly chartered pursuant to the laws of the United States of America or of a state thereof, shall have at the time of its appointment a combined capital stock surplus and undivided profits of not less than $100,000,000 and shall be authorized by law to perform all duties imposed upon it by this Bond Resolution and the Series Resolutions.

(B) Immediately following such appointment the University shall give written notice of such appointment to the Bondholders and any Registrar other than the Trustee.

Section 15.10 When Bondholder May Seek Successor Trustee.

If, in a proper case, no appointment of a successor Trustee shall be promptly made pursuant to Section 15.09 hereof, any Bondholder may make application to any court of competent jurisdiction for the appointment of a successor and said court may thereupon, after such notice, if any, as such court may prescribe, appoint a successor.

Section 15.11 Acceptance by Successor Trustee.

Any successor Trustee appointed hereunder shall execute and deliver to its predecessor and to the University a written acceptance of such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of its predecessor hereunder with like effect as if originally named as such Trustee and its predecessor shall be obligated to pay over, transfer, assign and deliver all moneys, securities and other property held by it to its successor, and on the written request of the University, or the successor, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may be reasonably required for the vesting and confirming in such successor all the right, title and interest of the predecessor in and to any property held by it.

Section 15.12 Effect of Trustee Merging With Another Bank.

If the Trustee is other than the State Treasurer, any bank into which the Trustee may be merged, or with which it may be consolidated, or any bank resulting from any merger or consolidation to which it shall be a party, or any bank to which the Trustee may sell or transfer all or substantially all of its business, shall become the successor without the execution or filing of any paper or the performance of any further act.

Section 15.13 Appointment of Registrar.

(A) The State Treasurer and the Chief Financial Officer shall from time to time appoint on behalf of the University a Registrar or Registrars as Registrar of the Bonds of one or more Series. The Registrar shall be required to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the University, the Trustee and the Paying Agent at all reasonable times. In addition, the Registrar shall have the duty of authenticating the Bonds of the Series as to which it serves as Registrar and such other duties as may be required of it under this Bond Resolution and the applicable Series Resolution.

(B) Any Registrar shall be the State Treasurer or a bank, national association or trust company duly organized under the laws of the United States of America or any state thereof, having at the time of appointment a combined capital stock, surplus and undivided profits of at least $50,000,000 and authorized by law to perform all the duties imposed upon it by this Bond Resolution and the relevant Series Resolutions. The Registrar may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least sixty (60) days' notice to the Trustee, the Paying Agent, and the University. The Registrar may be removed at any time, at the direction of the University, by an instrument filed with the Registrar, the Trustee and the Paying Agent.

(C) In the event of the resignation or removal of the Registrar, the Registrar shall deliver any Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(D) In the event that the University shall fail to appoint a Registrar hereunder, or in the event that the Registrar shall resign or be removed, or be dissolved, or if the property or affairs of the Registrar shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the University shall not have appointed its successor as Registrar, the Trustee shall ipso facto be deemed to be the Registrar for all purposes of this Bond Resolution until the appointment by the University of the Registrar or successor Registrar, as the case may be.

Section 15.14 Appointment of Paying Agent.

(A) The State Treasurer and the Chief Financial Officer may from time to time appoint on behalf of the University a Paying Agent or Paying Agents as Paying Agent for the Bonds of one or more Series. The Paying Agent shall be required:

(1) to hold all sums held by it for the payment of the principal of, premium, if any, and interest on the Bonds in trust for the benefit of the Holders until such sums shall be paid to such Holders or otherwise disposed of as herein provided; and

(2) to keep such books and records as shall be consistent with prudent industry practice, to make such books and records available for inspection by the University and the Trustee at all reasonable times.

(B) Any Paying Agent shall be a bank, national association or trust company duly organized under the laws of the United States of America or any state thereof, having at the time of appointment a combined capital stock, surplus and undivided profits of at least $50,000,000 and authorized by law to perform all the duties imposed upon it by this Bond Resolution and the relevant Series Resolutions. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least sixty (60) days' notice to the University and the Trustee. The Paying Agent may be removed at any time at the direction of the University, by an instrument filed with the Paying Agent and the Trustee.

(C) In the event of the resignation or removal of any Paying Agent, said Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

[End of Article XV]

ARTICLE XVI

DEFEASANCE

Section 16.01 Defeasance Generally.

If all of the Bonds issued pursuant to this Bond Resolution, shall have been paid and discharged, then the obligations of the University under this Bond Resolution, the pledge of revenues made hereby, and all other rights granted hereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

(A) The Trustee, Paying Agent or other custodian authorized by the University shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient money for the payment thereof;

(B) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred on the stated maturities of such Bonds, and thereafter tender of such payment shall have been made, and the Trustee, Paying Agent or other custodian authorized by the University shall then hold in trust and irrevocably appropriated thereto, sufficient money for the payment thereof to the date of the tender of such payment; or

(C) If the University shall have deposited with the Trustee, Paying Agent or other custodian authorized by the University, in an irrevocable trust money or Government Obligations, the principal of and interest on which when due (without reinvestment thereof) will provide money which, together with the money, if any, deposited at the same time, shall be sufficient to pay, when due, the principal, interest and premium, if any, due and to become due on and prior to the maturity or, if the University has irrevocably elected to redeem Bonds, on and prior to the redemption date of such Bonds; and the University shall have provided to the Trustee from an independent firm of nationally recognized certified public accountants a report stating the opinion of such firm that the investments purchased for the irrevocable trust on the date of its establishment with amounts deposited therein on the date of its establishment will provide, from maturing principal of and interest earnings thereon and without reinvestment, sufficient amounts to pay as and when due the principal, interest, and premiums, if any, on the defeased Bonds.

Section 16.02 Money to be Held in Trust – When Returnable to University.

Any money which at any time shall be deposited with the Trustee, Paying Agent or other custodian authorized by the University, by or on behalf of the University, for the purpose of paying and discharging any Bonds or the interest thereon, shall be and is hereby assigned, transferred and set over to the Trustee, Paying Agent or other custodian appointed by the University in trust for the respective Holders of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. But if, through lapse of time or otherwise, the Holders of said Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Trustee, Paying Agent or other custodian appointed by the University to forthwith return said funds to the University.

Section 16.03 Deposits With Trustee Subject to Conditions of Article XVI Hereof.

The University covenants and agrees that any money which it shall deposit with the Trustee, Paying Agent or other custodian authorized by the University shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article, and that whenever it shall have elected to redeem Bonds it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further

authorize and empower the Trustee, Paying Agent or other custodian authorized by the University to cause the publication of such notice of redemption in its name and on its behalf.

[End of Article XVI]

ARTICLE XVII

MISCELLANEOUS

Section 17.01 Miscellaneous Insurer Rights.

(A) Notwithstanding any provision of this Bond Resolution to the contrary, (i) each Bond Insurer shall be deemed the exclusive Holder of all Bonds insured by that Bond Insurer, for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies which affect the Series of Bonds so insured by such Bond Insurer and (ii) upon the occurrence of an Event of Default and with respect to all remedies provided herein, (a) the direction to accelerate, or consent to an acceleration, by any Bond Insurer with respect to a Series of Bonds shall result in the acceleration of all Bonds of all Series and (b) any acceleration of Bonds may be annulled only with the consent of each Bond Insurer of a Series of Bonds; provided, however, that no such rights granted to a Bond Insurer shall be effective at any time that such Bond Insurer is in breach of its obligations under its Bond Insurance Policy or is subject to bankruptcy or receivership proceedings.

(B) Any provision of this Bond Resolution expressly recognizing or granting rights in or to Insurers may not be amended in any manner which affects the rights of such Bond Insurers hereunder without the prior written consent of each such Bond Insurer.

(C) To the extent that a Bond Insurer makes payment of the principal of or interest on any Bonds, it shall become the owner and Holder of such Bonds, appurtenant coupons or right to payment of such principal of or interest on such Bonds and shall be fully subrogated to all of the registered Holders' rights thereunder, including the registered Holders' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note such Bond Insurer's rights as subrogee on the registration books of the University maintained by the Trustee or Registrar upon receipt of proof from the Bond Insurer as to payment of interest thereon to the registered Holders of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Bond Insurer's rights as subrogee on the registration books of the University maintained by the Trustee or Registrar upon surrender of the Bonds by the registered Holders thereof to the Bond Insurer or its agent.

(D) In the event that the principal of and/or interest on any Bonds shall be paid by the Bond Insurer pursuant to the terms of its Bond Insurance Policy, (i) such Bonds shall continue to be "Outstanding" under this Bond Resolution and (ii) the assignment and pledge of the Net Revenues and receipts from the imposition of the Admissions Fee and the Special Student Fee and all covenants, agreements and other obligations of the University to the registered Holders shall continue to exist, and the Bond Insurer shall be fully subrogated to all of the rights of such registered Holders in accordance with the terms and conditions of subparagraph (C) above and the Bond Insurer's Bond Insurance Policy.

(E) The terms and provisions of this Bond Resolution or of any applicable Series Resolution may not be terminated as long as there are any moneys owed to a Bond Insurer under such terms and provisions of this Bond Resolution or the applicable Series Resolution or any agreement between such Bond Insurer and the University.

Section 17.02 Purpose of Covenants in this Bond Resolution.

Every covenant, undertaking and agreement made on behalf of the University, as set forth in this Bond Resolution is made, undertaken and agreed to, for the proper securing of the payment of the principal of and interest on the Bonds. Each shall be deemed to partake of the obligation of the contract between the University and the Bondholders and shall be enforceable accordingly. In this connection, any Bond Insurer

and any provider of a surety bond, insurance policy, line of credit or letter of credit as contemplated under Section 7.04(D) hereof may enforce the terms, conditions and obligations under this Bond Resolution as a third party beneficiary hereunder.

Section 17.03 Parties Interested Herein.

Nothing in this Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the University, the Trustee, a municipal bond insurance company that has insured a Series of Bonds, an issuer of a surety bond, line of credit, insurance policy or letter of credit to fund a Debt Service Reserve Fund, and the Holders of the Bonds, any right, remedy or claim under or by reason of this Bond Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution made by and on behalf of the University shall be for the sole and exclusive benefit of the University, the Trustee, such municipal bond insurance company and the Holders of the Bonds.

Section 17.04 Effect of Invalidity of Provisions of Bond Resolution.

If any section, paragraph, clause or provision of this Bond Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Resolution.

Section 17.05 Repealing Clause.

All resolutions, or parts thereof, inconsistent herewith be and the same are hereby repealed to the extent of such inconsistencies.

[End of Article XVII]

DONE, RATIFIED AND ADOPTED this 19th day of October, 2001.

(SEAL)

Chairman, Board of Trustees of the University of South Carolina

Attest:

Secretary, Board of Trustees of the University of South Carolina

EXHIBIT B

Series 2026 Resolution of Board of Trustees adopted April 24, 2026

SERIES RESOLUTION

PROVIDING FOR THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BONDS OF THE UNIVERSITY OF SOUTH CAROLINA, IN ONE OR MORE SERIES, TO BE DESIGNATED REFUNDING SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $118,000,000; AUTHORIZING THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

SERIES RESOLUTION

Adopted by the Executive Committee April 24, 2026
Adopted by the Board of Trustees April 24, 2026

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BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

As an incident to the adoption of this Resolution (hereinafter, the "Series 2026 Resolution"), and the issuance of the Athletic Facilities Revenue Bonds provided for herein, the Board of Trustees of the University of South Carolina (the "Board of Trustees"), the governing body of the University of South Carolina (the "University"), finds, as a fact, that each of the statements hereinafter set forth in this Article I is in all respects true and correct.

(A) The Board of Trustees has made general provision for the issuance from time to time of Athletic Facilities Revenue Bonds of the University (the "Bonds") through the means of a resolution adopted October 19, 2001, entitled; "A Resolution Providing For The Issuance And Sale Of Athletic Facilities Revenue Bonds Of The University Of South Carolina, And Other Matters Relating Thereto" (the "Bond Resolution"). All capitalized terms which are not defined herein shall have the meanings set forth in the Bond Resolution.

(B) It is provided in and by the Bond Resolution that, upon adoption of a "Series Resolution," there may be issued one or more series of Bonds for the purpose of providing funds for the financing or refinancing of the costs of acquisition, construction, reconstruction, renovation and improvement of the Athletic Facilities, to refund bonds and notes payable from the Net Revenues and gross receipts from the imposition of the Admissions Fee and the Special Student Fee, to fund the Debt Service Reserve Fund, if any, established for the benefit of the holders of Bonds, and to pay costs of issuance.

(C) Pursuant to the Bond Resolution, the University has previously issued its $38,270,000 original principal amount Athletic Facilities Revenue Bonds, Series 2015, dated June 1, 2015, the current outstanding principal amount of which is $30,520,000 (the "Series 2015 Bonds"); $22,400,000 Athletic Facilities Revenue Bonds, Refunding Series 2016A, dated July 1, 2016, the current outstanding principal amount of which is $16,755,000 (the "Refunding Series 2016A Bonds"); $40,325,000 Athletic Facilities Revenue Bonds, Series 2017A, dated March 1, 2017, the current outstanding principal amount of which is $34,095,000 (the "Series 2017A Bonds"); $46,990,000 Athletic Facilities Revenue Bonds, Refunding Series 2017B, dated September 14, 2017, the current outstanding principal amount of which is $37,110,000 (the "Refunding Series 2017B Bonds"); and $36,690,000 Athletic Facilities Refunding and Improvement Revenue Bonds, Series 2022, dated March 10, 2022, the current outstanding principal amount of which is $34,755,000 (the "Series 2022A Bonds").

(D) The Board of Trustees has determined that it is in the University's interest to refund certain of the outstanding Series 2015 Bonds, Refunding Series 2016A Bonds, Series 2017A Bonds and Refunding Series 2017B Bonds (the "Refunded Bonds," as more particularly defined herein) with the proceeds of the hereinafter defined Series 2026 Bonds (together with other available funds of the University), which will be used to pay the principal of, interest on and redemption premium, if any, to refund the Refunded Bonds.

(E) In order to defray all or a portion of the cost to refund the Refunded Bonds, to fund related debt service reserve funds, if any, and to pay related financing costs and expenses, the Board of Trustees has determined to adopt this Series 2026 Resolution in accordance with the terms and provisions of the Bond Resolution in order to effect the issuance of one or more Series of Bonds described herein.

[End of Article I]

ARTICLE II

DEFINITIONS AND AUTHORITY

Section 2.01 Definitions.

(A) All terms which are defined in Article II of the Bond Resolution shall have the same meanings, respectively, in this Series 2026 Resolution as such terms are defined in the Bond Resolution.

(B) In addition to the terms defined in Section 1.01 hereof, as used in this Series 2026 Resolution, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"Bond Anticipation Notes" shall mean the Athletic Facilities Revenue Bond Anticipation Notes of the University referred to in Article IX hereof.

"Bond Payment Date" shall mean the dates determined by the University Chief Financial Officer and State Treasurer pursuant to Section 3.04 hereof on which interest on any Series 2026 Bonds shall be payable or on which both a principal installment and interest on the Series 2026 Bonds shall be payable.

"Bond Resolution" shall mean the resolution adopted by the Board of Trustees on October 19, 2001 entitled: "A Resolution Providing For The Issuance And Sale Of Athletic Facilities Revenue Bonds Of The University Of South Carolina, And Other Matters Relating Thereto," as supplemented or amended by this Series 2026 Resolution and any other Series Resolution or amendatory Bond Resolution hereafter adopted.

"Continuing Disclosure Undertaking" shall mean that certain Continuing Disclosure Undertaking substantially in the form attached hereto as Exhibit B, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Corporate Trust Office," when used with respect to the Paying Agent and the Registrar, shall mean the designated office at which the corporate trust business of such party shall be administered and to the extent the State Treasurer shall act as Paying Agent and Registrar, "Corporate Trust Office" shall mean the Office of the State Treasurer.

"Municipal Bond Insurance Policy" shall mean the municipal bond insurance policy, if any, issued by an insurer, insuring the payment when due of the principal of and interest on the Series 2026 Bonds.

"Official Statement" shall mean the Official Statement of the University prepared and distributed in connection with the sale and delivery of the Series 2026 Bonds in such form as approved by the University Chief Financial Officer and as more particularly described in Section 7.02 hereof.

"Participants" shall mean those broker-dealers, banks and other financial institutions for which the Depository as hereinafter defined holds Series 2026 Bonds as depository.

"Preliminary Official Statement" shall mean the Preliminary Official Statement of the University prepared and distributed in connection with the sale and delivery of the Series 2026 Bonds, in such form as approved by the University Chief Financial Officer and as more particularly described in Section 7.02 hereof.

"Refunded Bonds" shall mean all or a portion of the outstanding Series 2015 Bonds, the outstanding Refunding Series 2016A Bonds, the outstanding Series 2017A Bonds and the outstanding

Refunding Series 2017B Bonds, all as determined by the University Chief Financial Officer and the State Treasurer.

"Series 2026 Bonds" shall mean the Bonds of the University to be issued in one or more series pursuant to the Enabling Act, the Bond Resolution and this Series 2026 Resolution.

"Series 2026 Debt Service Fund" shall mean, collectively, the Debt Service Fund or Funds established pursuant to Section 6.02 hereof with respect to the Series 2026 Bonds.

"Series 2026 Debt Service Reserve Fund" shall mean, collectively, the Debt Service Reserve Fund or Funds, if any, established pursuant to Section 6.03 hereof with respect to the Series 2026 Bonds.

"Series 2026 Escrow Deposit Fund" shall mean, collectively, the 2026 Escrow Deposit Fund or Funds to be established pursuant to Section 6.04 hereof.

"Series 2026 Reserve Requirement" shall mean the Reserve Requirement, if any, as determined by the University Chief Financial Officer and the State Treasurer to be the amount necessary to market the Series 2026 Bonds, in one or more Series, at interest rates comparable to that enjoyed by credits of the nature of the Series 2026 Bonds, provided that any such Reserve Requirement shall be funded only at a level which will not result in a requirement to yield restrict any invested funds in a Series 2026 Debt Service Reserve Fund to the yield on the applicable Series of tax-exempt Series 2026 Bonds.

"Series 2026 Resolution" means this Series 2026 Resolution and any supplements or amendments thereto.

"Sinking Fund Date" has the meaning given that term in Section 3.06 hereof.

Section 2.02 Authority for this Series 2026 Resolution.

This Series 2026 Resolution is adopted pursuant to the provisions of the Enabling Act and the Bond Resolution.

[End of Article II]

ARTICLE III

AUTHORIZATION AND TERMS OF SERIES 2026 BONDS

Section 3.01 Principal Amount and Designation of Series.

Pursuant to the provisions of the Bond Resolution and this Series 2026 Resolution, one or more Series of Athletic Facilities Revenue Bonds of the University entitled to the benefits, protection and security of the provisions thereof is hereby authorized in the aggregate principal amount not exceeding $118,000,000. In addition to the designation "Athletic Facilities Revenue Bonds, Refunding Series 2026," referred to herein as the "Series 2026 Bonds," such Bonds may also bear such different or additional designation or year as may be determined by the University Chief Financial Officer.

Section 3.02 Purposes.

The Series 2026 Bonds are authorized for the purposes of:

(i) providing the amount necessary, together with other available funds of the University, pay the cost of refunding the Refunded Bonds;

(ii) providing money to fund the Series 2026 Debt Service Reserve Fund, if any, or to purchase a debt service reserve fund substitute in lieu of such funding, if any, as provided in Articles V and VI herein; and

(iii) paying certain costs and expenses related to the issuance of the Series 2026 Bonds.

Section 3.03 Direction to University Chief Financial Officer and State Treasurer.

The University Chief Financial Officer and the State Treasurer are hereby authorized to effect the issuance of the Series 2026 Bonds, in one or more series, tax-exempt or taxable, upon the terms and conditions set forth herein in an amount necessary to meet the purposes set forth in Section 3.02 hereof.

Section 3.04 Maturity Schedule; Bond Payment Dates; Record Dates.

The Series 2026 Bonds shall mature in such principal amounts and be payable on such dates and in such years as shall be determined by the University Chief Financial Officer and the State Treasurer; provided, that final maturity of any Series of the Series 2026 Bonds shall occur no later than thirty (30) years after the Date of Issue (as defined below) of such Series 2026 Bonds. The Series 2026 Bonds shall bear interest at rates determined in accordance with Section 7.01 hereof, on the basis of a 360-day year of twelve 30-day months, payable on such dates as shall be determined by the University Chief Financial Officer and the State Treasurer. The Series 2026 Bonds shall be dated such date as shall be determined by the University Chief Financial Officer and the State Treasurer (the "Date of Issue"). The interest payable on any interest payment date will be paid to the persons in whose name the Series 2026 Bonds are registered at the close of business on the 15th day of the respective months preceding the months of the applicable interest payment date (the "Record Date").

Section 3.05 Optional Redemption.

The University Chief Financial Officer and the State Treasurer shall determine, in accordance with Section 7.01 hereof, whether the Series 2026 Bonds shall be subject to redemption prior to maturity at the option of the University, including applicable redemption dates and prices.

Section 3.06 Mandatory Sinking Fund Redemption.

(A) If determined by the University Chief Financial Officer and the State Treasurer in accordance with Section 7.01 hereof, the Series 2026 Bonds may be subject to mandatory redemption on certain dates (hereinafter, the "Sinking Fund Dates") and under the terms and conditions determined by the University Chief Financial Officer and the State Treasurer, through the operation of sinking fund provisions, at the principal amount thereof, plus interest thereon to the redemption date.

(B) If a portion of the Series 2026 Bonds is subject to mandatory sinking fund redemption as provided in Paragraph (A) above, there shall be deposited with the Paying Agent on or before each Sinking Fund Date an amount sufficient to redeem or to pay (after credit as provided below) those principal amounts of Series 2026 Bonds so designated for mandatory redemption on the applicable Sinking Fund Date.

(C) The University, at its option, to be exercised prior to the forty-fifth (45th) day immediately preceding any Sinking Fund Date, may:

(1) cause to be paid to the Paying Agent as a prepayment of sums then to become due, such amount of funds as the University may determine, with written instructions to the Paying Agent, signed in the name of the University, to be applied prior to said forty-fifth (45th) day to the purchase of Series 2026 Bonds which are subject to mandatory redemption, or

(2) deliver any principal amount of Series 2026 Bonds which are subject to mandatory sinking fund redemption to the Registrar for cancellation,

and shall receive a credit in respect of its next ensuing mandatory sinking fund payment for such sums and for any such Series 2026 Bond; which prior to said Sinking Fund Date have been purchased or redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Registrar and not theretofore applied as a credit against any sinking fund payment.

(D) Upon receipt of the funds and instructions specified in paragraph (C)(1) above, the Paying Agent shall use all reasonable efforts to expend such funds in the purchase of such Series 2026 Bonds, at a price not exceeding the principal amount thereof plus interest accrued to such Sinking Fund Date. Any such funds not so expended by the Paying Agent shall be applied to the payment of the Series 2026 Bonds maturing on such Sinking Fund Date or returned to the Trustee for the benefit of the University. The Series 2026 Bonds so purchased or presented for cancellation as provided above shall be canceled by the Registrar as provided in Section 4.14 of the Bond Resolution and shall be credited, at their principal amount, until the full amount thereof has been so credited against the next ensuing and future sinking fund payments in chronological order to the extent otherwise payable to the University.

(E) The amount of any such mandatory sinking fund redemptions shall be reduced to the extent Series 2026 Bonds of the applicable maturity have been purchased by the University or redeemed by the University pursuant to any optional redemption provisions, in such manner as the University shall direct, or, absent such direction, on a pro rata basis.

Section 3.07 Partial Redemption.

If less than all of the Series 2026 Bonds are to be redeemed pursuant to any section of this Series 2026 Resolution, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed shall be selected not less than forty-five (45) days prior to the date fixed for redemption in the manner provided by Section 4.15 of the Bond Resolution.

Section 3.08 Authentication; Payment of Interest.

(A) Each of the Series 2026 Bonds shall be authenticated on such date as it shall be delivered and shall bear interest from the Date of Issue, if no interest has yet been paid; otherwise from the last Bond Payment Date to which interest has been paid and which Bond Payment Date is on or prior to the authentication date thereof.

(B) The interest on all Series 2026 Bonds shall be paid by check or draft mailed from the office of the Paying Agent to the person in whose name the Series 2026 Bond is registered at the close of business on the applicable Record Date. Any Holder of $1,000,000 or more in principal amount of Series 2026 Bonds shall be entitled by written request to the Paying Agent (which notice shall be valid for all future payments until rescinded) to direct that any payments of interest on such Series 2026 Bonds be transmitted to such Holder by wire transfer. Such request shall provide the Paying Agent with specific direction as to the manner of making such payment.

Section 3.09 Denomination; Numbering.

The Series 2026 Bonds shall be issued in the denomination of $5,000 or any multiple thereof, not exceeding the principal amount of the Series 2026 Bonds maturing in such year; provided, that the University Chief Financial Officer and the State Treasurer may cause the Series 2026 Bonds to be issued in any different authorized denominations, in their discretion. Each Series 2026 Bond shall be numbered by the Registrar in such a fashion as to reflect the fact that it is one of the Series 2026 Bonds, and to identify the Holder thereof on the books kept by the Registrar.

Section 3.10 Appointment of Trustee; Maintenance of Paying Agent and Registrar.

(A) The State Treasurer is hereby appointed to act as Trustee under this Series 2026 Resolution. The State Treasurer shall signify its acceptance of the duties of the Trustee under this Series 2026 Resolution and the Bond Resolution upon delivery of the Series 2026 Bonds.

(B) As long as any Series 2026 Bonds remain Outstanding, the University shall maintain a Paying Agent and a Registrar therefor. The Series 2026 Bonds shall be presented for payment, and notices and demands to or upon the Trustee and the University in respect to the Series 2026 Bonds may be served, at the Corporate Trust Office of the Paying Agent. The Series 2026 Bonds shall be presented for registration of transfers and exchanges in accordance with the provisions of the Bond Resolution at the Corporate Trust Office of the Registrar.

Section 3.11 Form of Bonds.

The Series 2026 Bonds shall be substantially in the form attached hereto as Exhibit A, with such changes, modifications or amendments to the form attached hereto as shall be determined, upon advice of Bond Counsel, by the University Chief Financial Officer and the State Treasurer.

Section 3.12 Book-Entry System.

Unless otherwise determined by the University Chief Financial Officer and the State Treasurer prior to the publication of an Official Notice of Sale, the Series 2026 Bonds will be eligible securities for the purpose of the Book-Entry System of transfer maintained by The Depository Trust Company (the "Depository"), and transfers of beneficial ownership of the Series 2026 Bonds shall be made only through the Depository and its Participants in accordance with rules specified by the Depository. Such beneficial ownership must be of a $5,000 principal amount of the Series 2026 Bonds of the same Series and maturity or any integral multiple of $5,000, with each increment of $5,000 being separately of a single Series and maturity.

The Series 2026 Bonds shall be issued in fully registered form, and if issued as book entry-only securities, shall be issued in one certificate for each of the maturities of the Series 2026 Bonds, in the name of Cede & Co., as Depository Nominee. When any principal of, premium, if any, or interest on the Series 2026 Bonds becomes due, the Trustee shall cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to the Depository Nominee as long as it is owner of record on the applicable Record Date. The Depository Nominee shall be considered to be the owner of the Series 2026 Bonds so registered for all purposes of this Series 2026 Resolution, including, without limitation, payments as aforesaid and receipt of notices and exercise of rights of Series 2026 Bond owners.

The Trustee shall notify the Depository of any notice of redemption required to be given pursuant to this Series 2026 Resolution not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption.

The Depository is expected to maintain records of the positions of Participants in the Series 2026 Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners of the Series 2026 Bonds. The University makes no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the University shall have no responsibility for any such maintenance of records of transfer or payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

If (a) the Depository determines not to continue to act as Depository for the Series 2026 Bonds, or (b) the University has advised the Depository of the University's determination that the Depository is incapable of discharging its duties, the University shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the University of the Series 2026 Bonds together with an assignment duly executed by the Depository, the University shall execute and deliver to the successor depository Series 2026 Bonds of the same principal amount, interest rate and maturity.

If the University is unable to retain a qualified successor to the Depository or the University has determined that it is in the best interest of the University not to continue the Book-Entry System of transfer or that the interest of the Beneficial Owners of the Series 2026 Bonds might be adversely affected if the Book-Entry System of transfer is continued (the University undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Series 2026 Bonds by mailing an appropriate notice to the Depository, upon receipt by the University of the Series 2026 Bonds together with an assignment duly executed by the Depository, the University shall execute, and cause to be authenticated and delivered pursuant to the instructions of the Depository, Series 2026 Bonds in fully registered form, in substantially the form set forth in this Series 2026 Resolution, and in denominations of $5,000 or any integral multiple thereof.

The University Chief Financial Officer and the State Treasurer shall determine the Paying Agent and Registrar for the Series 2026 Bonds, prior to the sale thereof, which shall remain such so long as the Series 2026 Bonds are maintained in the Book-Entry System.

Section 3.13 Security for the Series 2026 Bonds

The payment of the principal of and interest on the Series 2026 Bonds shall be as provided for in Section 4.17 of the Bond Resolution.

[End of Article III]

ARTICLE IV

EXECUTION; NO RECOURSE

Section 4.01 Execution.

The Series 2026 Bonds shall be executed and authenticated in accordance with the applicable provisions of the Bond Resolution.

Section 4.02 No Recourse.

All covenants, stipulations, promises, agreements and obligations of the University contained in the Bond Resolution or in this Series 2026 Resolution shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the University and not those of any officer or employee of the University in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series 2026 Bonds or for any claim based thereon or on the Bond Resolution or on this Series 2026 Resolution, either jointly or severally, against any officer or employee of the University or any person executing the Series 2026 Bonds.

[End of Article IV]

ARTICLE V

PURCHASE OF MUNICIPAL BOND INSURANCE POLICY; DEBT SERVICE RESERVE FUND SUBSTITUTE

Section 5.01 Purchase of Municipal Bond Insurance Policy; Debt Service Reserve Fund Substitute.

If, in the judgment of the University Chief Financial Officer and the State Treasurer, the purchasing of a Municipal Bond Insurance Policy, and/or a debt service reserve fund funding substitute as permitted by Section 7.04(D) of the Bond Resolution to satisfy the Series 2026 Reserve Requirement, if any, for the Series 2026 Bonds, will enhance the marketing of such Series 2026 Bonds such that a savings to the University would otherwise be realized, the University Chief Financial Officer is hereby authorized to effect the purchase of such Municipal Bond Insurance Policy and/or funding substitute. In this respect, the Chairman of the Board of Trustees and the University Chief Financial Officer, or either one of them acting alone, are hereby authorized to execute and deliver, upon advice of Bond Counsel, any necessary reimbursement agreements or other insurance agreements with the provider of any Municipal Bond Insurance Policy or debt service reserve fund funding substitute. The University hereby covenants to comply with the covenants and agreements as shall be contained in any such reimbursement or insurance agreement, as if such covenants and agreements, were set forth verbatim herein and in the Bond Resolution. Such covenants and agreements shall be deemed to be supplemental and amendatory to the Bond Resolution.

[End of Article V]

ARTICLE VI

DISPOSITION OF PROCEEDS

Section 6.01 Disposition of Proceeds of Series 2026 Bonds.

(A) Upon the delivery of the Series 2026 Bonds, the net proceeds (after any underwriter's discount and any original issue discount or premium) received by the Trustee for the benefit of the University shall be applied as follows:

(1) The Trustee shall first pay, or cause to be paid, the principal of and interest on any Bond Anticipation Notes issued pursuant to this Series 2026 Resolution.

(2) For deposit in the applicable Series 2026 Debt Service Fund, an amount, if any, equal to the accrued interest on the applicable Series of Series 2026 Bonds from the Date of Issue to the date of delivery thereof to be applied to the payment of the first installment of interest to become due on such Series 2026 Bonds;

(3) For deposit in the applicable Series 2026 Debt Service Reserve Fund, if any, in the event such sums are required and borrowed, so much as shall be required to fully fund such Fund at the applicable Series 2026 Reserve Requirement as determined pursuant to Section 6.03(A) hereof;

(4) If a debt service reserve fund funding substitute is purchased in satisfaction of any Series 2026 Reserve Requirement, and is purchased with proceeds of any of the Series 2026 Bonds, all as determined pursuant to Sections 5.01 and 6.03(A) hereof, the amount payable as premium therefor shall be paid to the provider;

(5) If a Municipal Bond Insurance Policy is purchased, as determined pursuant to Section 5.01 hereof, the amount payable as premium for purchase of the same shall be paid to the insurer thereof;

(6) As applicable, and as directed by the University Chief Financial Officer and the State Treasurer, amounts shall be deposited in the Series 2026 Escrow Deposit Fund, together with other available funds of the University, to pay the costs of refunding the Refunded Bonds; and

(7) Such amounts as shall be designated by the University Chief Financial Officer and the State Treasurer to be utilized to pay costs of issuance of the Series 2026 Bonds shall be deposited in a special account established for such purpose by the Trustee.

(B) Neither the purchaser of the Series 2026 Bonds nor any Holder of the Series 2026 Bonds shall be liable for the proper application of the proceeds of the Series 2026 Bonds.

Section 6.02 Establishment and Funding of Series 2026 Debt Service Fund.

The Board of Trustees hereby establishes, pursuant to Section 7.03 of the Bond Resolution, the Series 2026 Debt Service Fund. In the event multiple Series of Series 2026 Bonds are issued, separate Series 2026 Debt Service Funds may be established at the direction of the University Chief Financial Officer and the State Treasurer, to be designated as subseries "A," "B," etc., and each such Fund shall secure only the applicable Series 2026 Bonds to which it relates.

Section 6.03 Establishment and Funding of Series 2026 Debt Service Reserve Fund.

(A) The University Chief Financial Officer and the State Treasurer shall determine the necessity of establishing a Series 2026 Debt Service Reserve Fund and the corresponding Series 2026 Reserve Requirement with respect to any Series of the Series 2026 Bonds. In the event it is determined to establish the same, the Series 2026 Debt Service Reserve Fund or Funds shall be established by the Trustee (to be designated as subseries "A," "B," etc., as appropriate and, in the event of establishment of separate Series 2026 Debt Service Reserve Funds, each such Fund shall secure only the applicable Series of Series 2026 Bonds to which it relates); and the applicable Series 2026 Reserve Requirement may be satisfied, at the discretion of the University Chief Financial Officer and the State Treasurer, by the deposit in the applicable Series 2026 Debt Service Reserve Fund of proceeds of the applicable Series 2026 Bonds or, as provided in Section 5.01 hereof, through the purchase of a debt service reserve fund funding substitute as permitted by Section 7.04(D) of the Bond Resolution, such funding substitute to be purchased with proceeds of the Series 2026 Bonds or with other available funds of the University.

The provisions of Section 6.03 (B) through (F) below shall govern in the event it is determined, pursuant to paragraph (A) above and Section 5.01 hereof, to purchase a debt service reserve fund funding instrument contemplated by Section 7.04(D) of the Bond Resolution to satisfy any Series 2026 Reserve Requirement, either in whole or in part.

(B) In the event a Series 2026 Debt Service Reserve Fund is funded with both moneys and a surety bond, letter of credit, line of credit, insurance policy or similar instrument, any withdrawals from such Series 2026 Debt Service Reserve Fund pursuant to the provisions of this Series 2026 Resolution shall be made first from such moneys (or the liquidation of investments made therewith) and second from such surety bond, letter of credit, line of credit, insurance policy or similar instrument. The surety bond, letter of credit, line of credit, insurance policy or similar instrument shall be payable (upon the giving of notice as required thereunder) on any Bond Payment Date on which moneys will be required to be withdrawn from such Series 2026 Debt Service Reserve Fund and applied to the payment of the principal of or interest on the applicable Series 2026 Bonds and such payments cannot be made by amounts credited to the applicable Series 2026 Debt Service Fund.

(C) The provider of any such surety bond or insurance policy shall be an insurer whose insurance policies or guaranties insuring the payment of the principal of and interest on municipal bond issues results in such issues being rated in one of the two highest rating categories by any two of S&P or Moody's or Fitch or their respective successors. The surety bond or insurance policy, or similar instrument, must extend for the life of the applicable Series 2026 Bonds and must be unconditional and irrevocable. The provider of a letter of credit, line of credit or similar instrument shall be a bank or trust company, which is rated not lower than the second highest rating category by either S&P or Moody's or Fitch or their respective successors, and the letter of credit or line of credit itself shall be rated in the highest category of either of such rating agencies. If a letter of credit or similar instrument is provided under the provisions of this Section, then within sixty (60) days of the expiration date of any said letter of credit or similar instrument, (1) the University shall, after giving written notice to the Trustee, obtain another letter of credit or similar instrument; or (2) the Trustee shall, at the written direction of the University, draw upon the letter of credit or similar instrument, in order to fund the applicable Series 2026 Debt Service Reserve Fund with cash; or (3) the University shall, after giving written notice to the Trustee, fully fund the applicable Series 2026 Debt Service Reserve Fund with cash. The Trustee shall be entitled to receive such opinions, including legal opinions, certificates and other documentation, as the Trustee shall request, prior to receipt of such surety bond, insurance policy, letter of credit, line of credit or similar instrument, by the Trustee.

(D) If a disbursement is made pursuant to a surety bond, insurance policy, letter of credit or line of credit provided pursuant to this Section, the University shall be obligated either (a) to reinstate the

maximum limits of such instrument, or (b) to deposit into the applicable Series 2026 Debt Service Reserve Fund cash in the amount of the disbursement made under any such instrument, or a combination of such alternatives, as shall provide that the amount credited equals the applicable Series 2026 Reserve Requirement within a time period not longer than one (1) year from the date of the disbursement.

(E) If the provider of a surety bond, insurance policy, letter of credit, line of credit or similar instrument on deposit in the applicable Series 2026 Debt Service Reserve Fund shall cease to have a rating described in paragraph (C) above, the University shall either (i) replace such surety bond, insurance policy, letter of credit or line of credit or similar instrument, with one issued by a provider having a rating so described within ninety (90) days and shall pay, or commit to pay, any increased fees, expenses or interest in connection with such replacement or (ii) shall deposit Net Revenues, in the priority established by Article VIII of the Bond Resolution, in the applicable Series 2026 Debt Service Reserve Fund in two (2) equal semi-annual payments that will, at the end of one (1) year, equal the applicable Series 2026 Reserve Requirement.

(F) In the event a Series 2026 Debt Service Reserve Fund is funded with both moneys and a surety bond, insurance policy, letter of credit or line of credit or similar instrument, as the latter are contemplated herein and by Section 7.04(D) of the Bond Resolution, any available revenues to replenish such Series 2026 Debt Service Reserve Fund shall be used, first, to reimburse the provider of such surety bond, insurance policy, letter of credit or line of credit or similar instrument, for any amounts advanced, and, second, to replenish said moneys.

Section 6.04 Establishment of Series 2026 Escrow Deposit Fund.

The Chief Financial Officer and the State Treasurer are authorized to cause the University to take any and all actions necessary in their determination to effect the refunding of the Refunded Bonds, including without limitation, causing (a) the delivery of an escrow deposit or other related agreement and the establishment of the Series 2026 Escrow Deposit Fund in connection with the refunding of the Refunded Bonds (such agreement to be executed on behalf of the University by the Chair of the Board of Trustees or the Chief Financial Officer), as applicable and as directed by the University Chief Financial Officer and the State Treasurer, and (b) appropriate notice of redemption of the Refunded Bonds to be given; provided, however, that in the event multiple Series of Refunded Bonds are being refunded or multiple Series of Series 2026 Bonds are issued, separate Series 2026 Escrow Deposit Funds may be established at the direction of the University Chief Financial Officer and the State Treasurer, to bear such different or additional designation or year as may be determined by such University Chief Financial Officer and the State Treasurer, and each such Fund shall relate only to the Refunded Bonds being refunded thereby.

[End of Article VI]

ARTICLE VII

SALE OF THE SERIES 2026 BONDS

Section 7.01 Sale of the Series 2026 Bonds.

(a) The Series 2026 Bonds may be sold at public or negotiated sale on such terms, and may be marketed or sold contemporaneous with any other Series of Bonds authorized pursuant to the Bond Resolution or any bond anticipation notes authorized pursuant to a Series Resolution, as the University Chief Financial Officer and the State Treasurer shall determine to be in the best interest of the University.

(b) If the Series 2026 Bonds are to be sold pursuant to public sale, the Series 2026 Bonds shall be advertised by publication of a notice of sale, which may be abbreviated, in a financial journal published in the City of New York, New York. Such notice of sale shall be in the form determined by the University Chief Financial Officer and the State Treasurer. In connection with such sale, the University Chief Financial Officer and the State Treasurer are hereby authorized and empowered to establish the terms of the Series 2026 Bonds, and to award the sale of such Series 2026 Bonds, all in accordance with the provisions of this Article and Section 3.04 hereof.

(c) If the Series 2026 Bonds are to be sold pursuant to negotiation, such Bonds shall be sold to a financial underwriter or underwriters selected by the University Chief Financial Officer and the State Treasurer pursuant to the terms of a contract of purchase, the form of which is to be approved by the University Chief Financial Officer and the State Treasurer, and executed on behalf of the University by the University Chief Financial Officer, upon advice of Bond Counsel. The terms of the Series 2026 Bonds as set forth in such contract of purchase shall be as determined by the University Chief Financial Officer and the State Treasurer in accordance with the provisions of Section 3.04 hereof.

(d) In connection with a public or negotiated sale of the Series 2026 Bonds, the University Chief Financial Officer and the State Treasurer shall determine whether any Series 2026 Debt Service Reserve Fund shall be established and the associated Series 2026 Reserve Requirement, as well as whether any such Series 2026 Reserve Requirement shall be funded or satisfied through the purchase of a substitute instrument in accordance with the provisions of Section 6.03 hereof.

Section 7.02 Distribution of Official Statement.

The University Chief Financial Officer is hereby authorized to cause to be prepared a Preliminary Official Statement with respect to the offering and sale of the Series 2026 Bonds and, subsequent to the sale of the Series 2026 Bonds, a final Official Statement. The University Chief Financial Officer is hereby authorized to deem final the Preliminary Official Statement pursuant to Securities and Exchange Commission Rule 15c2-12.

[End of Article VII]

ARTICLE VIII

CONTINUING DISCLOSURE

Section 8.01 Continuing Disclosure.

(A) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended ("Section 11-1-85"), the University will file with a central repository for availability in the secondary bond market when requested:

(1) An annual independent audit of the Athletic Department (which may be a part of the general audit of the University), within thirty (30) days of the receipt of the audit; and

(2) Event specific information within thirty days of an event adversely affecting more than five percent of the revenues of the Athletic Department.

The only remedy for failure by the University to comply with the covenant in the above paragraph shall be an action for specific performance of such covenant. The University specifically reserves the right to amend or delete such covenant to reflect any change in or repeal of Section 11-1-85, without the consent of any Bondholder.

(B) In addition, the University hereby covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Undertaking, in substantially the form attached hereto as Exhibit B. Notwithstanding any other provision of this Series 2026 Resolution, failure of the University to comply with the Continuing Disclosure Undertaking shall not be considered an event of default under the Bond Resolution or this Series 2026 Resolution, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the University to comply with its obligations under this paragraph.

[End of Article VIII]

ARTICLE IX

AUTHORIZATION OF BOND ANTICIPATION NOTES

Section 9.01 Bond Anticipation Notes.

The University is authorized and empowered by the provisions of Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended, to borrow pursuant to the provisions thereof in anticipation of the receipt of proceeds of any of the Series 2026 Bonds. In their discretion, the University Chief Financial Officer and the State Treasurer may determine to cause to be issued from time to time Bond Anticipation Notes of the University in anticipation of the issuance of any of the Series 2026 Bonds.

Section 9.02 Form of Bond Anticipation Notes; Registration and Transfer.

(a) The Bond Anticipation Notes shall be issued in fully-registered or bearer form, and/or in book-entry eligible form, all as determined by the University Chief Financial Officer and the State Treasurer. The Bond Anticipation Notes shall be in substantially the form of the Series 2014A Athletic Facilities Revenue Bond Anticipation Notes, with any necessary changes or appropriate variations, omissions, and insertions as are determined by the University Chief Financial Officer and the State Treasurer and as are otherwise permitted or required by law or this Series 2026 Resolution.

(b) Any Bond Anticipation Notes issued in fully registered form shall be transferable only upon the books of registry of the University, which shall be kept for that purpose at the office of the registrar (the "Note Registrar"), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Note Registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any Bond Anticipation Note, the Note Registrar shall issue, subject to the provisions of paragraph (c) below, in the name of the transferee, a new Bond Anticipation Note or Notes of the same aggregate principal amount as the unpaid principal amount of the surrendered Bond Anticipation Note or Notes. Any holder of a Bond Anticipation Note in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Bond Anticipation Note in fully registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any Bond Anticipation Note in fully registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the University and the Note Registrar shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond Anticipation Note to the extent of the sum or sums so paid.

(c) Bond Anticipation Notes issued in fully registered form, upon surrender thereof at the office of the Note Registrar, with a written instrument of transfer satisfactory to the Note Registrar, duly executed by the holder of the Bond Anticipation Note or his duly authorized attorney, may, at the option of the holder of the Bond Anticipation Note, and upon payment by such holder of any charges which the University or the Note Registrar may make as provided in paragraph (d) be exchanged for a principal amount of Bond Anticipation Notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered Bond Anticipation Notes.

(d) In all cases in which the privilege of exchanging or transferring Bond Anticipation Notes in fully registered form is exercised, the University shall execute and deliver Bond Anticipation Notes in accordance with the provisions hereof. All Bond Anticipation Notes in fully registered form surrendered in any such exchanges or transfers shall forthwith be cancelled by the University. There shall be no charge to

the holder of such Bond Anticipation Note for such exchange or transfer of Bond Anticipation Notes in fully registered form except that the University and Note Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 9.03 Interest Rate on Bond Anticipation Notes.

The Bond Anticipation Notes shall bear interest at the rate as shall be designated by the University Chief Financial Officer and the State Treasurer, which interest shall be payable at maturity. Interest on the Bond Anticipation Notes shall be payable on the principal amount thereof from the dated date and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 9.04 Medium of Payment; Place of Payment.

The Bond Anticipation Notes shall be payable, both principal and interest, in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts. Principal of and interest on the Bond Anticipation Notes shall be paid when due upon presentation and surrender thereof at the office of the University or of such paying agent as shall be designated by the University.

Section 9.05 Maturity; Prepayment of Bond Anticipation Notes.

The Bond Anticipation Notes shall mature no later than one (1) year from their date of issuance and may be subject to prepayment prior to maturity as determined by the University Chief Financial Officer and the State Treasurer.

Section 9.06 Sale of Bond Anticipation Notes.

The Bond Anticipation Notes shall be sold in such manner, at public or private sale, and at such prices, as shall be determined by the University Chief Financial Officer and the State Treasurer.

Section 9.07 Execution of Bond Anticipation Notes.

The Bond Anticipation Notes shall be executed in the name of the University by the manual or facsimile signature of the Chairman of the Board of Trustees, under the seal of the University which shall be impressed thereon, and shall be attested by the manual or facsimile signature of the Secretary of the Board of Trustees or any assistant or acting secretary, and delivered to the purchaser upon receipt of the purchase price therefor.

Section 9.08 Security for the Bond Anticipation Notes.

For the payment of the Bond Anticipation Notes, there is hereby pledged the proceeds derived from the sale of the Series 2026 Bonds issued pursuant to the Enabling Act, the Bond Resolution and this Series 2026 Resolution. The proceeds of the Series 2026 Bonds, when received by the University, shall be applied first to the payment of principal and interest on the Bond Anticipation Notes.

Section 9.09 Agreement to Issue Series 2026 Bonds.

The University covenants and agrees, pursuant to Section 11-17-60, Code of Laws of South Carolina 1976, as amended, and this Series 2026 Resolution, to issue and sell the Series 2026 Bonds in an amount sufficient (together with any other moneys made available by the University) to retire the Bond Anticipation Notes on or prior to the maturity thereof.

Section 9.10 All Bond Anticipation Notes Equally and Ratably Secured.

The Bond Anticipation Notes authorized and issued pursuant to this Series 2026 Resolution shall be secured equally and ratably by the aforesaid pledge of proceeds.

Section 9.11 Exemption from State Taxes.

The Bond Anticipation Notes and the interest thereon shall be exempt from all state, county, municipal, school district, and all other taxes or assessments in the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer and certain franchise taxes.

Section 9.12 Disposition and Investment of Proceeds of the Bond Anticipation Notes.

The proceeds of the sale of the Bond Anticipation Notes shall be deposited, invested and expended in the same manner as provided with respect to proceeds of the Series 2026 Bonds in Article VI hereof.

[End of Article IX]

ARTICLE X

MISCELLANEOUS

Section 10.01 Severability.

If any one or more of the covenants or agreements provided in this Series 2026 Resolution on the part of the University, the State Treasurer, the Trustee, the Paying Agent or the Registrar to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Series 2026 Resolution.

Section 10.02 Table of Contents and Section Headings Not Controlling.

The Table of Contents and the Headings of the several Articles and Sections of this Series 2026 Resolution have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Series 2026 Resolution.

Section 10.03 Repealing Clauses.

All resolutions, or parts thereof, inconsistent herewith, be and the same are hereby rescinded and repealed to the extent of such inconsistencies.

[End of Article X]

DONE IN MEETING DULY ASSEMBLED this 24th day of April 2026.

UNIVERSITY OF SOUTH CAROLINA

(SEAL)

Chairman, Board of Trustees

Attest:

Secretary, Board of Trustees

EXHIBIT A

(FORM OF BOND)

UNIVERSITY OF SOUTH CAROLINA
ATHLETIC FACILITIES REVENUE BOND
REFUNDING SERIES 2026

No. _____

Interest Rate	Maturity Date	Original Issue Date	CUSIP

Registered Holder:

Principal Amount:_____ DOLLARS ($_____)

The **UNIVERSITY OF SOUTH CAROLINA** (the "University"), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above, or registered assigns, the Principal Amount stated above, on the Maturity Date set forth above, [unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided,] upon presentation and surrender of this Bond at the Corporate Trust Office of _____ in the City of _____ State of _____ (the "Paying Agent"), and to pay interest on such Principal Amount at the Interest Rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the University with respect to the payment of such Principal Amount shall be discharged.

This Bond bears interest from the _____ 1 or the _____ 1 to which interest has been paid next preceding the authentication date hereof, unless the authentication date hereof is a _____ 1 or a _____ 1, in which event this Bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided that if the authentication date hereof precedes _____ 1, 20___, or if the University shall fail to pay interest on _____ 1, 20___, then this Bond will bear interest from _____ 1, 20___. Interest on this Bond is payable on _____ 1 and _____ 1 of each year beginning _____ 1, 20___. The interest so payable on any _____ 1 or _____ 1 will be paid to the person in whose name this Bond is registered at the close of business on the 15th day of the _____ or on the 15th day of the _____ next preceding such _____ 1 or _____ 1.

Interest hereon is payable by check or draft mailed at the times provided herein from the office of the Paying Agent to the person in whose name this Bond is registered at the address shown on the registration books. Any holder of $1,000,000 or more in principal amount of Series 2026 Bonds shall be entitled by written request to the Paying Agent (which notice shall be valid for all future payments until rescinded) to direct that any payments of interest on such Series 2026 Bonds be transmitted to such Holder by wire transfer. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of an issue of University of South Carolina Athletic Facilities Revenue Bonds, Refunding Series 2026, in the aggregate principal amount of _____ Dollars ($_____) of like tenor, except as to numbering, rate of interest, date of maturity and redemption provisions, issued pursuant to and in accordance with the Constitution and Statutes of the State of South Carolina (the "State"), and in particular Act No. 518 of the 1980 Session of the General Assembly of the State of South Carolina, as amended by Act No. 545 of 1986, Act No. 302 of 1996, Act No. 6 of 1997, Act No. 182 of 2005, Act No. 17 of 2007 and Act No. 214 of 2024, as the same may be further amended from time to time (the "Enabling Act"), and a Bond Resolution and a

Series Resolution duly adopted by the Board of Trustees of the University of South Carolina (together, the "Resolution"), for the purpose of (i) together with other funds available to the University, refunding certain outstanding Athletic Facilities Revenue Bonds, [Series 2015, Refunding Series 2016A, Series 2017A and Refunding Series 2017B, [and] (ii) [funding the Series 2026 Debt Service Reserve Fund for the Series 2026 Bonds, including purchasing a surety bond in satisfaction of the 2026 Reserve Requirement, and (iii)] paying certain costs of issuance of the Series 2026 Bonds.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Resolution. Certified copies of the Resolution are on file at the Corporate Trust Office of the Paying Agent and at the office of the Secretary of State of South Carolina.

Both the principal of and interest on this Bond, as the same shall become due, are payable solely from a pledge of the Net Revenues and from the gross receipts from the imposition of the Admissions Fee and the Special Student Fee. THIS BOND SHALL NOT IN ANY EVENT CONSTITUTE AN INDEBTEDNESS OF THE STATE WITHIN THE MEANING OF ANY PROVISION, LIMITATION OR RESTRICTION OF THE CONSTITUTION OR STATUTES OF THE STATE. THE FAITH AND CREDIT OF THE STATE ARE NOT PLEDGED FOR THE PAYMENT OF PRINCIPAL OR INTEREST ON THE SERIES 2026 BONDS. THE UNIVERSITY IS NOT OBLIGATED TO PAY THIS BOND, OR THE INTEREST HEREON, SAVE AND EXCEPT FROM THE NET REVENUES AND THE GROSS RECEIPTS FROM THE IMPOSITION OF THE ADMISSIONS FEE AND THE SPECIAL STUDENT FEE.

The pledge of Net Revenues and the gross receipts from the imposition of the Admission Fee and the Special Student Fee referred to above are on a parity in all respects with the pledge securing the outstanding installments of the University's $38,270,000 original principal amount of Athletic Facilities Revenue Bonds, Series 2015, dated June 1, 2015 (the "Series 2015 Bonds"); $22,400,000 original principal amount of Athletic Facilities Revenue Bonds, Refunding Series 2016A, dated July 1, 2016 (the "Refunding Series 2016A Bonds"); $40,325,000 Athletic Facilities Revenue Bonds, Series 2017A, dated March 1, 2017 (the "Series 2017A Bonds"); $46,990,000 Athletic Facilities Revenue Bonds, Refunding Series 2017B, dated September 14, 2017 (the "Refunding Series 2017B Bonds"); $36,690,000 Athletic Facilities Refunding and Improvement Revenue Bonds, Series 2022, dated March 10, 2022 (the "Series 2022A Bonds"); and Athletic Facilities Revenue Bonds hereafter issued on a parity herewith.

The Resolution authorizes the issuance of additional bonds ("Additional Bonds") on a parity with the Series 2015 Bonds, the Refunding Series 2016A Bonds, the Series 2017A Bonds, the Refunding Series 2017B Bonds, the Series 2022A Bonds and the Series 2026 Bonds [insert names of other Bonds heretofore issued] which, when issued in accordance with the provisions of the Bond Resolution, will rank equally and be on a parity with the Series 2015 Bonds, the Refunding Series 2016A Bonds, the Series 2017A Bonds, the Refunding Series 2017B Bonds, the Series 2022A Bonds [insert names of other Bonds heretofore issued] and any Additional Bonds (collectively, the "Bonds").

The University has covenanted in the Resolution to fix and maintain such rates and charges for attendance at events held at any Athletic Facilities which, when combined with other Revenues of the Athletic Department and the gross receipts from the imposition of the Admissions Fee and the Special Student Fee, shall at all times be sufficient to (a) provide for the payment of the expenses of administration of the Athletic Department and such expenses of the administration, operation and maintenance of the Athletic Facilities as may be necessary to preserve the same in good repair and condition, (b) maintain the Debt Service Funds and thus provide for the punctual payment of the principal of and interest on the Bonds, (c) maintain any Debt Service Reserve Fund in the manner therein prescribed, (d) provide for the payment of any Junior Lien Bonds that may from time to time be Outstanding, (e) build and maintain a reserve for contingencies and for improvements, renovations and expansions of the Athletic Facilities other than those necessary to maintain the same in good repair and condition, (f) pay all amounts owing under a reimbursement agreement with any provider of a debt service reserve fund funding substitute as contemplated under the Resolution, and (g) discharge all obligations imposed by the Enabling Act and the Resolution.

The Resolution provides that, in addition to other remedies, upon a default in payment of principal of or interest on any Bond, the Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall, declare all Bonds Outstanding immediately due and payable.

This Bond is issuable only as a fully registered bond without coupons in denominations of $5,000 or any multiple thereof not exceeding the principal amount of the Bonds maturing in each year.

This Bond is transferable, at the times and as otherwise provided in the Resolution, only upon the registration books kept for that purpose at the office of the Registrar by the Holder in person or by his duly authorized attorney, upon (i) surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney and (ii) payment of the charges, if any, prescribed in the Resolution. Thereupon a new fully registered Series 2026 Bond or Series 2026 Bonds of like maturity, interest rate, and redemption provisions and in a like aggregate principal amount will be issued to the transferee in exchange therefor as provided in the Resolution. The University and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal [or redemption price] hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond, the University, the Paying Agent and the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

[The Series 2026 Bonds are not callable for redemption prior to _____ 1, ____.]

[The Series 2026 Bonds maturing after _____ 1, ____may be redeemed prior to their respective maturities at the option of the University on and after _____ 1, ____, in whole or in part at any time at the following redemption prices (expressed as percentages of the principal amount to be redeemed) plus interest accrued to the date fixed for redemption:

Period During Which Redeemed (both Dates Inclusive)	Redemption Price

[The Series 2026 Bonds maturing on _____ 1, 20__, shall be subject to mandatory sinking fund redemption (to the extent not previously redeemed) at a redemption price of one hundred percent (100%) of such principal amount, plus interest accrued to the redemption date, on _____ 1 of each of the following years in the respective principal amounts for each year specified below:

Year	Amount

*Final maturity

The amount of any mandatory sinking fund redemptions shall be reduced to the extent Series 2026 Bonds of the applicable maturity have been purchased by the University or redeemed by the University pursuant to any

optional redemption provisions, in such manner as the University shall direct, or, absent such direction, on a pro rata basis.

If less than all of the Series 2026 Bonds are to be redeemed, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed will be selected by the Trustee. Series 2026 Bonds in denomination of more than $5,000 may be redeemed in part from time to time in one or more units of $5,000 in the manner provided in the Resolution.

If any of the Series 2026 Bonds, or portions thereof, are called for redemption, the Trustee will give notice to the Holders of any such Series 2026 Bonds to be redeemed, in the name of the University, of the redemption of such Series 2026 Bonds, or portions thereof, which notice will specify the Series 2026 Bonds and maturities to be redeemed, the redemption date, the redemption price and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 2026 Bonds are to be redeemed, the numbers of such Series 2026 Bonds so to be redeemed, and, in the case of Series 2026 Bonds to be redeemed in part only, such notice will also specify the respective portions of the principal amount thereof to be redeemed. Such notice will be given by mailing a copy of the redemption notice by first class mail at least thirty (30) days prior to the date fixed for redemption to any Paying Agent or Agents and the Holder of each Series 2026 Bond to be redeemed, at the address shown on the registration books; provided, however, that failure to give such notice by mail, or any defect in the notice mailed to the Holder of any Series 2026 Bond, shall not affect the validity of the proceedings for the redemption of any other Series 2026 Bond. Provided funds for their redemption are on deposit with the Trustee or any Paying Agent, all Series 2026 Bonds so called for redemption will cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State of South Carolina (the "State"), direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, or transfer and certain franchise taxes.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the University, does not exceed any limit prescribed by such Constitution or Statutes.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, the University has caused this Bond to be signed by the Chairman of the Board of Trustees of the University of South Carolina, its corporate seal to be impressed hereon, and the same to be attested by the Secretary of the Board of Trustees of the University of South Carolina.

UNIVERSITY OF SOUTH CAROLINA

_____
Chairman, Board of Trustees

(SEAL)

Attest:

By:_____
Secretary, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Resolution.

By:_____, REGISTRAR

_____
Authorized Signatory

Date:_____

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto_____

_____

(please print or type name and address of Transferee and Social Security or other identifying number of Transferee)

the within Bond of and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

(Signature Guaranty)

_____

Authorized Individual or Officer

NOTICE: Signature(s) to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or any change whatever.

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program enlargement.

(LEGAL OPINION)

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete legal opinion of Burr & Forman LLP, the original of which was manually executed, dated and issued as of the date of delivery of and payment for the Series 2026 Bonds, and a copy of which is on file with the Trustee.

_____

Secretary, Board of Trustees of
the University of South Carolina

EXHIBIT B

FORM OF
CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "Disclosure Undertaking") is executed and delivered this ___ day of _____, 2026 by the University of South Carolina (the "Issuer") in connection with the issuance of the Issuer's $_____ Athletic Facilities Revenue Bonds, Refunding Series 2026 (the "Series 2026 Bonds"). The Series 2026 Bonds are being issued pursuant to a Bond Resolution adopted by the Board of Trustees (the "Board of Trustees") of the Issuer on October 19, 2001 (the "Bond Resolution"), and a Series Resolution adopted by the Board of Trustees on [], 2026 (the "Series 2026 Resolution" and, together with the Resolution, as amended and supplemented, the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the Issuer for the benefit of the holders and Beneficial Owners of the Series 2026 Bonds and in order to assist the Participating Underwriters in complying with the U.S. Securities and Exchange Commission (the "SEC") Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Resolution or elsewhere in this Disclosure Undertaking, which apply to any capitalized terms used in this Disclosure Undertaking, the following capitalized terms shall have the following meanings:

"Annual Report" means the annual report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

"Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 Bonds (including persons holding Series 2026 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2026 Bonds for federal income tax purposes.

"Dissemination Agent" means any person designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access system described in SEC Release No. 34-59062 (or any successor electronic information system) and maintained by MSRB as the sole repository for the central filing of electronic disclosure pursuant to the Rule.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Undertaking.

"MSRB" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Unless otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through EMMA.

"Official Statement" means the Official Statement dated _____, 2026, prepared in connection with the Series 2026 Bonds.

"Participating Underwriter" means any of the original underwriters of the Series 2026 Bonds required to comply with the Rule in connection with the offering of the Series 2026 Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" means the State of South Carolina.

Section 3. Provision of Annual Reports. (a) The Issuer shall, not later than February 1 of each year, commencing with the report for the fiscal year ended June 30, ____, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than 15 business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent, if other than the Issuer. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Undertaking; provided, however, that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report, and later than the date required for filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a) hereof.

(b) The Annual Report shall be submitted to the MSRB either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by the MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

(c) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a) above, the Issuer shall, in a timely manner, send or cause to be send to the MSRB, a notice in substantially the form attached hereto as Exhibit A.

(d) In the event that there is a Dissemination Agent, then not later than fifteen (15) business days prior to each due date, the Issuer shall provide the Annual Report to the Dissemination Agent for distribution to the MSRB. In connection with this distribution of the Annual Report, the Dissemination Agent, if any, shall file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, and stating the date it was provided to the MSRB.

Section 4. Contents of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) The Issuer's complete audited financial statements for the preceding fiscal year prepared in accordance with accounting principles generally accepted within the United States of America as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available;

(b) Updates of the financial information and operating data as of a date not earlier than the end of the preceding fiscal year for the type of information included under the headings in the Official Statement:

(i) THE ATHLETIC DEPARTMENT
– Football – Football Tickets and Attendance
– Basketball – Men's Basketball – Men's Basketball Tickets and Attendance

(ii) CERTAIN FINANCIAL INFORMATION OF THE ATHLETIC DEPARTMENT – Historical Five-Year Statement of Revenues

(iii) The table set forth under "CERTAIN FINANCIAL INFORMATION OF THE ATHLETICS DEPARTMENT – Debt Service Coverage Ratio", and

(iv) DESCRIPTION OF THE UNIVERSITY – Enrollment.

The Annual Report may consist of one or more documents. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been made available to the public on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events. (a) The Issuer shall give or cause to be given notice of the occurrence of any of the following events with respect to the Series 2026 Bonds in a timely manner not later than ten business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Series 2026 Bonds, or other material events affecting the tax status of the Series 2026 Bonds;

(vii) modifications to rights of security holders, if material;

(viii) bond calls, if material and tender offers;

(ix) defeasances;

(x) release, substitution or sale of property securing repayment of the Series 2026 Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the Issuer, which event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization over substantially all of the assets or business of the Issuer;

(xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of trustee, if material;

(xv) incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material; and

(xvi) default, event of acceleration termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer, any of which reflect financial difficulties.

Section 6. Format for Filing with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Undertaking shall be submitted in electronic format and shall identify the Series 2026 Bonds by name and CUSIP number or shall be accompanied by such identifying information as described from time to time by the MSRB.

Section 7. Termination of Reporting Obligation. This Disclosure Undertaking shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the Series 2026 Bonds shall have been paid in full or the Series 2026 Bonds shall have otherwise been paid or legally defeased; provided, however, that if the Rule (or any successor provision) shall be amended, modified, or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and provided further that if and to the extent the Rule (or any successor provision), or any provision thereof, shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Series 2026 Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of the Rule so declared, shall no longer be required to be provided hereunder. Upon any legal defeasance, the Issuer shall electronically file notice of such defeasance with the MSRB, and such notice shall state whether the Series 2026 Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist in its carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Undertaking.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the Issuer may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements or change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2026 Bonds, or the type of business conducted;

(b) This Disclosure Undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2026 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Series 2026 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given by filing with the MSRB and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the bases of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the Issuer shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

Section 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Undertaking, any holder or Beneficial Owner of the Series 2026 Bonds may take such actions as may be necessary and appropriate, including seeking *mandamus* or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Undertaking; provided, however, that any such action may be instituted only in the federal or State courts located in Columbia, South Carolina. A default under this Disclosure Undertaking shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Issuer to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and in any separate written agreement between the Issuer and the Dissemination Agent.

Section 13. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Series 2026 Bonds, and shall create no rights in any other person or entity. This Disclosure Undertaking is not intended to create any monetary rights on behalf of any person.

UNIVERSITY OF SOUTH CAROLINA

By:_____
Chief Financial Officer

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Issuer: University of South Carolina

Obligations: $_____ Athletic Facilities Revenue Bonds, Refunding Series 2026

Date of Issuance: _____, 2026

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above named Series 2026 Bonds as required by the Series 2026 Resolution. The Issuer anticipates that the Annual Report will be filed by _____.

UNIVERSITY OF SOUTH CAROLINA

By: _____
Its: _____

Date: _____, 2026

A RESOLUTION

APPROVING THE ISSUANCE AND SALE OF NOT EXCEEDING $118,000,000 PRINCIPAL AMOUNT OF ATHLETIC FACILITIES REVENUE BONDS OF THE UNIVERSITY OF SOUTH CAROLINA THE PROCEEDS OF WHICH WILL BE USED TO REFUND ALL OR A PORTION OF THE UNIVERSITY'S OUTSTANDING ATHLETIC FACILITIES REVENUE BONDS, SERIES 2015, ATHLETIC FACILITIES REVENUE BONDS, REFUNDING SERIES 2016A, AND ATHLETIC FACILITIES REVENUE BONDS, SERIES 2017A, AND ATHLETIC FACILITIES REVENUE BONDS, REFUNDING SERIES 2017B, AND AUTHORIZING THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE ATHLETIC FACILITIES REVENUE BONDS.

BE IT RESOLVED BY THE STATE FISCAL ACCOUNTABILITY AUTHORITY OF SOUTH CAROLINA IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

As an incident to the adoption of this Resolution and based upon certain representations made to it in the Petition referred to herein, the State Fiscal Accountability Authority (the "Authority") finds:

Section 1.01

(a) The University of South Carolina (the "University") is an institution of higher education of the State of South Carolina authorized pursuant to Act No. 518 of the 1980 Session of the General Assembly of the State of South Carolina, as amended by Act No. 545 of 1986, Act No. 302 of 1996, Act No. 6 of 1997, Act No. 182 of 2005, Act No. 17 of 2007 and Act No. 214 of 2024 (collectively, the "Enabling Act") to issue athletic facilities revenue bonds in one or more series for the purpose of providing funds for the financing or refinancing of the costs to acquire, construct, reconstruct, renovate and equip facilities of the University designated from time to time by the Board of Trustees as intercollegiate athletic facilities for the Columbia campus, including any facilities providing support for facilities where intercollegiate events are held, and any related infrastructure, administration, maintenance, practice, training, physical therapy and related facilities of the Athletic Department. The University is further authorized by the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (the "Bond Anticipation Note Act") to issue bond anticipation notes.

(b) The Board of Trustees of the University (the "Board of Trustees") is the governing body of the University, constituted pursuant to Section 59-117-10, Code of Laws of South Carolina 1976, as amended.

(c) On October 19, 2001, the Board of Trustees adopted a resolution entitled: "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF ATHLETIC FACILITIES

REVENUE BONDS OF THE UNIVERSITY OF SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO" (the "Bond Resolution") as a means of providing for the issuance from time to time of Bonds of a particular series pursuant to the provisions of a Series Resolution of the Board of Trustees, provided all conditions required by the Bond Resolution are met. Such Bonds are payable solely from the Net Revenues of the University Athletic Department and the gross receipts from the imposition of the Admissions Fee and Special Student Fee as such terms are defined in the Bond Resolution, attached hereto as Exhibit A.

(d) On April 24, 2026, the Board of Trustees adopted a Series Resolution entitled: "SERIES RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BONDS OF THE UNIVERSITY OF SOUTH CAROLINA, IN ONE OR MORE SERIES, TO BE DESIGNATED REFUNDING SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $118,000,000; AUTHORIZING THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO" (the "Series 2026 Resolution"), attached hereto as Exhibit B.

(e) The Series 2026 Resolution authorizes the issuance of not exceeding $118,000,000 principal amount Athletic Facilities Revenue Bonds, in one or more series, to be designated Refunding Series 2026 (the "Series 2026 Bonds"), of the University, and the use of the proceeds thereof for the purposes of: (i) providing the amount necessary, together with other funds available to the University, to pay the costs of refunding all or a portion of its Athletic Facilities Revenue Bonds, Series 2015, Refunding Series 2016A, Series 2017A and Refunding Series 2017B (together, the "Refunded Bonds"); (ii) funding the Series 2026 Debt Service Reserve Fund, if any, or purchasing a debt service reserve fund substitute, if any; and (iii) paying certain costs and expenses relating to the issuance of the Series 2026 Bonds, including a municipal bond insurance premium, if any.

(f) The Board of Trustees has determined that it is in the interest of the University to request the Authority to approve at this time the issuance of the Series 2026 Bonds, the proceeds of which will be used, together with other funds of the University, to pay the costs of refunding all or a portion of the Refunded Bonds and other purposes described above.

(g) The Series 2026 Bonds would be sold at public sale or negotiated sale at the discretion of and under the direction of the Chief Financial Officer of the University and the State Treasurer, all as more particularly described in Article III and Section 7.01 of, and in the manner and under the conditions prescribed in, the Series 2026 Resolution and the Enabling Act or, should the Chief Financial Officer of the University and the State Treasurer determine that it would be in the interest of the University to issue Athletic Facilities Bond Anticipation Notes in anticipation of the issuance of the Series 2026 Bonds, such Athletic Facilities Revenue Bond Anticipation Notes would be sold at public sale or negotiated sale, as authorized by the Board of Trustees in Article IX of, and in the manner and under the conditions provided in, the Series 2026 Resolution and the Bond Anticipation Note Act.

Section 1.02

The Bond Resolution and the Series 2026 Resolution, each in the form adopted by the Board of Trustees, have been presented to the Authority. All capitalized terms used, but not defined, in this Resolution shall have the meaning ascribed to such terms in the Bond Resolution and the Series 2026 Resolution.

Section 1.03

The Board of Trustees has determined that all conditions precedent to the issuance of the Series 2026 Bonds, including those required by the Bond Resolution, the Series 2026 Resolution and the Enabling Act or the Bond Anticipation Note Act (as applicable), will be met upon the issuance of the Series 2026 Bonds or the Athletic Facilities Bond Anticipation Notes.

Section 1.04

The Authority has received a Petition and supporting documentation from the University and its authorized representatives, requesting the approval by the Authority of the issuance by the University of the Series 2026 Bonds.

ARTICLE II

AUTHORIZATION TO ISSUE AND SELL THE SERIES 2026 BONDS AND ATHLETIC FACILITIES BOND ANTICIPATION NOTES

Section 2.01

The Authority hereby approves and authorizes the issuance and sale of the Series 2026 Bonds in the principal amount not exceeding $118,000,000 at public sale or negotiated sale as authorized by the Board of Trustees in Article III and Section 7.01 of, and in the manner and under the conditions prescribed in, the Series 2026 Resolution and the Enabling Act.

Section 2.02

The Authority also hereby approves and authorizes the issuance and sale of Athletic Facilities Revenue Bond Anticipation Notes, at public sale or negotiated sale, as authorized by the Board of Trustees in Article IX of, and in the manner and under the conditions provided in, the Series 2026 Resolution and the Bond Anticipation Note Act, in anticipation of the issuance of the Series 2026 Bonds, should the Chief Financial Officer of the University and the State Treasurer determine that it would be in the interest of the University to issue such Bond Anticipation Notes in anticipation of the issuance of the Series 2026 Bonds.

Section 2.03

On the basis of the foregoing, and after due consideration of the facts above recited and other matters appurtenant thereto, this Resolution has been adopted.

Dated: _____, 2026.

EXHIBIT A

Bond Resolution of Board of Trustees adopted October 19, 2001

EXHIBIT B

Series 2026 Resolution of Board of Trustees adopted April 24, 2026

[Form of Approving Opinion of Bond Counsel]

[Date of Delivery]

Board of Trustees of
the University of South Carolina
Columbia, South Carolina

Re: Not Exceeding $118,000,000 University of South Carolina Athletic Facilities Revenue Bonds, Refunding Series [2026]

Ladies and Gentlemen:

As Bond Counsel to the University of South Carolina (the "University"), we have examined a certified copy of the Transcript of Proceedings and Closing Documents and other proofs submitted to us, including the South Carolina Constitution and Acts of the General Assembly of the State of South Carolina, in relation to the issuance of the $118,000,000 University of South Carolina Athletic Facilities Revenue Bonds, Refunding Series [2026] (the "Series [2026] Bonds"). The Series [2026] Bonds are issued by the University pursuant to a Bond Resolution duly adopted by the Board of Trustees of the University (the "Board of Trustees") on October 19, 2001 (the "Bond Resolution"), and a Series Resolution duly adopted by the Board of Trustees on April 24, 2026 (the "[2026] Series Resolution" and, together with the Bond Resolution, the "Resolution"), a Resolution adopted by the State Fiscal Accountability Authority on _____, and under and in full compliance with the South Carolina Constitution and Acts of the General Assembly of the State of South Carolina, including particularly Act No. 518 of the 1980 Regular Session of the General Assembly of the State of South Carolina, as amended by Act No. 545 of the Regular Session of 1986, Act No. 302 of the Regular Session of 1996, Act No. 6 of the Regular Session of 1997, Act No. 182 of the Regular Session of 2005, Act No. 17 of the Regular Session of 2007 and Act No. 214 of 2024 (collectively, the "Enabling Act"). The Series [2026] Bonds are being issued in order to (i) provide the amount necessary, together with other funds available to the University, to pay the costs of refunding all or a portion of its Athletic Facilities Revenue Bonds, Series 2015, Refunding Series 2016A, Series 2017A and Refunding Series 2017B (together, the "Refunded Bonds"); (ii) fund the 2026 Debt Service Reserve Fund, if any, or purchase a debt service reserve fund substitute, if any; and (iii) pay certain costs and expenses relating to the issuance of the Series [2026] Bonds, including a municipal bond insurance premium, if any.

The Series [2026] Bonds will mature on May 1 in the respective principal amounts and bear interest payable May 1, ____ and semiannually thereafter on the first days of May and

November at the interest rates per annum, all as set forth in the Official Statement dated _____ with respect to the Series [2026] Bonds (the "Official Statement").

The Series [2026] Bonds bear interest from _____. The Series [2026] Bonds are issued in fully registered form, in the denomination of $5,000 or any whole multiple thereof, not exceeding the principal amount of the Series [2026] Bonds maturing in each year. The Series [2026] Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity at the times and upon the terms described in the Official Statement.

As to questions of fact material to our opinions below, we have relied upon the record of proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. As to certain matters regarding the existence and powers of the University, the due authorization of the Series [2026] Bonds, and the absence of litigation, we have relied upon the opinion this date of Walter H. Parham, Esquire, General Counsel to the University. We have been advised on this date that there is no litigation, threatened or pending, which in any manner affects the validity of the Series [2026] Bonds.

We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the issuance of the Series [2026] Bonds have been duly authorized, executed and delivered by all parties thereto other than the University, and we have further assumed the due organization, existence and powers of such other parties, other than the University, relating to the issuance of the Series [2026] Bonds.

As bond counsel, we have been retained solely for the purpose of examining the validity and legality of the Series [2026] Bonds and of rendering the specific opinion herein stated and for no other purpose. We have not acted as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934) to the University in connection with the execution and delivery of the Series [2026] Bonds. We have not verified the accuracy, completeness or fairness of any representation or information concerning the business or financial condition of the University in connection with the sale of the Series [2026] Bonds, including the Official Statement. Accordingly, we express no opinion on the completeness, fairness or adequacy of any such representation or information.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Series [2026] Bonds are valid and binding obligations of the University, and are payable, both as to principal and interest, solely from the Net Revenues (as defined in the Resolution) derived from the operation of the Athletic Facilities and from the gross receipts of the imposition of the Admissions Fee and the Special Student Fee (as such terms are defined in the Resolution) and are being issued for purposes authorized by the Enabling Act. Neither the principal of nor interest on the Series [2026] Bonds constitutes an indebtedness of the State within the meaning of any provision, limitation or restriction of the Constitution or the laws of the State, other

than those provisions authorizing obligations payable solely from a revenue-producing project or special source not involving revenues from any tax or license, nor a charge, lien, or encumbrance, legal or equitable, upon any property of the University or State or upon any income, receipts, or revenues of the State save and except the Net Revenues and from the gross receipts of the imposition of the Admissions Fee and the Special Student Fee as the same are pledged to the payment of the principal of and interest on the Series [2026] Bonds. No recourse may be had for the payment of the Series [2026] Bonds against the general fund of the University, and neither the full faith and credit nor the taxing power of the State shall be deemed pledged to the payment of the Series [2026] Bonds.

2. The pledge of the Net Revenues and gross receipts of the Admissions Fee and the Special Student Fee made to secure the Series [2026] Bonds has priority over all pledges heretofore or hereafter made, except the pledges (on a parity with the pledges securing the Series [2026] Bonds) made to secure [(a) the $38,270,000 original principal amount Athletic Facilities Revenue Bonds, Series 2015, (b) the $22,400,000 original principal amount Athletic Facilities Revenue Bonds, Refunding Series 2016A, (c) the $40,325,000 original principal amount Athletic Facilities Revenue Bonds, Series 2017A, (d) the $46,990,000 Athletic Facilities Revenue Bonds, Refunding Series 2017B, (e) the $36,690,000 Athletic Facilities Refunding and Improvement Revenue Bonds, Series 2022,][**note: update to reflect series of Bonds to be outstanding upon issuance of the Series [2026] Bonds**] and (f) any additional bonds as may hereafter be issued from time to time ("Additional Bonds"), if such Additional Bonds be issued in the manner and under the conditions prescribed by the Bond Resolution.

3. The Resolution has been duly adopted by the Board of Trustees and constitutes a binding and enforceable obligation of the University.

4. The Series [2026] Bonds have been duly and lawfully authorized and executed by the University and are valid and binding upon, and enforceable against, the University (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors). With respect to such Series [2026] Bonds, the Resolution creates the valid pledge which it purports to create of the revenues and money, and securities on deposit in any funds and accounts established in the Resolution subject to the application thereof to the purposes and on the conditions permitted by the Resolution, and upon the execution and delivery thereof, will have been duly and validly authorized and issued in accordance with the Resolution.

5. It is to be understood that the rights of the Series [2026] Bondholders and the obligations of the parties under the Series [2026] Bonds and the Resolution are subject to the exercise of judicial discretion in accordance with general principles of equity, the valid exercise of the constitutional powers of the United States and the police powers of the State of South Carolina and to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium and similar laws, now or hereafter in effect, relating to or affecting the enforcement of creditors' rights.

6. Interest on the Series [2026] Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations and court decisions and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Series [2026] Bonds is taken into account in determining the adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion set forth in the preceding sentence is subject to the condition that the University [and the Gamecock Club] comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series [2026] Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The University [has][and the Gamecock Club have] covenanted to comply with such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series [2026] Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Series [2026] Bonds.

7. The Series [2026] Bonds and the interest thereon are also exempt from all State of South Carolina, county, municipal and school district and other taxes or assessments imposed within the State of South Carolina, except estate, transfer and certain franchise taxes (specifically including without limitation the tax imposed on banks by Section 12-11-20, South Carolina Code of Laws 1976, as amended, and enforced by the South Carolina Department of Revenue as a franchise tax).

This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Very truly yours,

BURR & FORMAN LLP

BURR & FORMAN

1221 Main Street
Suite 1800
Columbia, SC 29201

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Post Office Box 11390
Columbia, SC 29211

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BURR.COM

June 16, 2026

South Carolina State Fiscal Accountability Authority
Columbia, South Carolina

Re: Not Exceeding $118,000,000 University of South Carolina Athletic Facilities Revenue Bonds, in one or more series designated as Refunding Series 2026

We are acting as bond counsel in connection with the proposed issuance by the University of South Carolina (the "Issuer"), of a principal amount of not exceeding $118,000,000 of Athletic Facilities Revenue Bonds, in one or more series to be designated as Refunding Series 2026 (the "Bonds") described more fully in the package of materials transmitted to the South Carolina State Fiscal Accountability Authority ("SFAA") for consideration at the meeting scheduled for June 16, 2026. At your request, we are delivering this opinion in connection with the Issuer's Petition to the SFAA dated May 11, 2026, requesting approval of the issuance of the Bonds pursuant to Act No. 518 of the 1980 Session of the General Assembly of the State of South Carolina, as amended by Act No. 545 of 1986, Act No. 302 of 1996, Act No. 6 of 1997, Act No. 182 of 2005, Act No. 17 of 2007 and Act No. 214 of 2024 (collectively, the "Act").

In that capacity, we have examined originals or copies of a resolution entitled: "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BONDS OF THE UNIVERSITY OF SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO" adopted by the Board of Trustees of the Issuer (the "Board") on October 19, 2001, a resolution entitled: "SERIES RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BONDS OF THE UNIVERSITY OF SOUTH CAROLINA, IN ONE OR MORE SERIES, TO BE DESIGNATED REFUNDING SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $118,000,000; AUTHORIZING THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO" adopted by the Board on April 24, 2026, and a Petition of the Issuer entitled "A PETITION REQUESTING AUTHORIZATION OF THE SOUTH CAROLINA STATE FISCAL ACCOUNTABILITY AUTHORITY FOR THE ISSUANCE AND SALE BY THE UNIVERSITY OF SOUTH CAROLINA OF NOT EXCEEDING $118,000,000 PRINCIPAL AMOUNT OF ATHLETIC FACILITIES REVENUE BONDS, IN ONE OR MORE SERIES, TO BE DESIGNATED REFUNDING SERIES 2026, AND ATHLETIC FACILITIES REVENUE BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE ATHLETIC FACILITIES REVENUE BONDS" dated May 11, 2026 (collectively, the "Proceedings"), and the form of a resolution entitled "A RESOLUTION APPROVING THE ISSUANCE AND SALE OF NOT EXCEEDING $118,000,000

PRINCIPAL AMOUNT OF ATHLETIC FACILITIES REVENUE BONDS OF THE UNIVERSITY OF SOUTH CAROLINA THE PROCEEDS OF WHICH WILL BE USED TO REFUND ALL OR A PORTION OF THE UNIVERSITY'S OUTSTANDING ATHLETIC FACILITIES REVENUE BONDS, SERIES 2015, ATHLETIC FACILITIES REVENUE BONDS, REFUNDING SERIES 2016A, AND ATHLETIC FACILITIES REVENUE BONDS, SERIES 2017A, AND ATHLETIC FACILITIES REVENUE BONDS, REFUNDING SERIES 2017B, AND AUTHORIZING THE ISSUANCE AND SALE OF ATHLETIC FACILITIES REVENUE BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE ATHLETIC FACILITIES REVENUE BONDS" to be adopted by the SFAA in connection with the issuance of the Bonds (the "SFAA Resolution"), and such other records and documents as we deem necessary or appropriate in rendering the opinions set forth herein ("Other Records").

In rendering the opinions expressed below, we have relied only upon our examination of the Proceedings and Other Records. We have not made or undertaken to make any investigation as to factual matters or as to the accuracy or completeness of any representation, warranty, data or any other information, whether written or oral, that may have been made by or on behalf of the Issuer, SFAA, or any other party relating to the Bonds.

In giving the opinions hereinafter expressed, we do not purport to be experts in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction other than the federal laws of the United States of America and the laws of the State of South Carolina, and the opinions are limited to the federal laws of the United States of America and the laws of the State of South Carolina.

Based on our examination and assumptions stated herein and subject to the stated qualifications and limitations, we are of the opinion on the date hereof that, under existing law:

1. The Proceedings contain the facts, information and findings necessary to support the findings made by the proposed SFAA Resolution.

2. The Proceedings contain the facts, information and findings necessary for the SFAA to approve the proposed SFAA Resolution; provided, however, we express no opinion about the SFAA's performance of its (i) duty of care, loyalty, good faith or oversight, (ii) business judgement, (iii) expression of public policy or (iv) undertaking as it relates to the evaluation of the creditworthiness or the ability of the Issuer to pay bondholders of the Bonds, if any.

3. The Proceedings comply with the requirements of the Act related to the SFAA approval.

4. If adopted, the SFAA Resolution complies with the applicable requirements of the Act relating to public approvals necessary for the issuance of the Bonds.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinion expressed above is rendered solely for your benefit in considering the approval of the issuance of the Bonds under the Act. The opinion may neither be relied on by you for any other purpose nor be used, quoted, or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinion expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

BURR & FORMAN LLP

Burr & Forman LLP

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION
MEETING OF June 16, 2026 ITEM NUMBER 16

AGENCY: Winthrop University and Department of Administration, Facilities Management and Property Services

SUBJECT: Not Exceeding $55,500,000 Winthrop University Higher Education Revenue Bonds, Series 2026

The Authority is asked to approve the Change Source of Funds and Establish Phase II Full Construction Budget to construct a new student residence hall. This Phase will be funded from higher education revenue bond funds.

The Authority is further asked to adopt a resolution making provision for the issuance and sale of not exceeding $55,500,000 Winthrop University Higher Education Revenue Bonds, Series 2026.

AUTHORITY ACTION REQUESTED:

Adopt a resolution making provision for the issuance and sale of not exceeding $55,500,000 Winthrop University Higher Education Revenue Bonds, Series 2026 and approve the Change Source of Funds and Establish Phase II Full Construction Budget to construct a new student residence hall.

ATTACHMENTS:

1. Agenda Item Worksheet for the Permanent Improvement Project
2. Bond Information Report
3. Bond Counsel Opinion Letter
4. SFAA Resolution
5. Bond Resolution and Exhibits
6. Bond Transmittal Form
7. May 12, 2026 Transmittal Letter from Gary T. Pope, Jr.

STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET

Meeting Scheduled for: 6/16/2026 **Regular Agenda**

1. Submitted by:
(a) Agency: Department of Administration
(b) Authorized Official Signature: Ashlie Lancaster, FMPS Director

2. Subject: Winthrop University – New Residence Hall

3. Summary Background Information:

Project: Winthrop University
H47.9631: New Residence Hall

Request: Change Source of Funds and Establish Phase II Full Construction Budget to construct a new student residence hall.

Included in CPIP: Yes – 2025 CPIP Priority 7 of 8 in FY28 (estimated at $38,000,000)
Phase I Approval: December 2025 (estimated at $40,000,000) (SFAA)

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Revenue Bonds				49,324,000	49,324,000
Other, Housing Revenue	600,000		600,000	(600,000)	
All Sources	600,000		600,000	48,724,000	49,324,000

Summary of Work: The project will construct a new 400-bed student residence hall using the pod-wet core style, which has a bathroom (shower, toilet and sink), with a solid door but is accessed inside a larger group bathroom off of a hallway. The building will include a kitchen, study and social space, laundry rooms, and a 30 to 40 seat multipurpose meeting room and a resident advisor apartment. The roof has been evaluated by the Department of Administration and has been determined to comply with JBRC policy and will come with the minimum 20-year material and workmanship warranty.

Rationale: Wofford and Richardson residence halls, which totaled approximately 800 beds, were closed in 2022 and demolished in 2024. The university's increasing enrollment of new and transfer students plus increasing retention of existing students has put an increased demand on the remaining student housing. The project was included in the CPIP as an FY28 item but is being requested at this time because the increasing size of the incoming classes, growth in transfer students plus improved student retention is growing the overall student body. The number of affordable rental housing options in the Rock Hill area is now very limited and forcing students who normally live off campus to want to come back on campus to complete their education. The university has tried to alleviate this pressure by leasing 526 beds from an adjacent apartment complex over the last 2 years but still have had to implement waiting lists and direct upper-class who want to live on campus to off campus housing. The building will not be finished before late 2027 at the earliest.

Facility Characteristics: The new residence hall to be constructed will be approximately 100,000 square feet. Total undergraduate and graduate student enrollment is just under 5,000, with approximately 1,200 faculty and staff, plus various daily visitors. The residence hall will house 400 students plus 4 residence life professionals.

Financial Impact: The project will be funded from Revenue Bonds (to be issued). The building will be constructed to meet Two Green Globes certification standards with an anticipated energy savings of $2,893,351 over 30 years. The project is expected to result in an increase of $500,000 (years 1 thru 3), in annual operating expenditures, which will be funded by revenue generated from occupancy of the rooms. No student fees or tuition will be increased as a consequence of the project. While not being utilized to fund this project, a portion of tuition is designated for capital improvements, currently $151 per student per semester, and has decreased from $543 between academic years 2021-2022 to 2025-2026.

Full Project Estimate: $49,324,000 funded from Revenue Bond Funds. Contract execution is expected in June 2026 and completion of construction in February 2028.

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4. What is the Authority asked to do? Consider approval of the Permanent Improvement Project Change Source of Funds and establish Phase II request.

---

5. What is recommendation of the submitting agency involved? This item is complete and ready for SFAA review.

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6. Private Participant Disclosure – Check only one:

☒ No private participants will be known at the time the Authority considers this agenda item.

☐ A Private Participant Disclosure form has been attached for each private participant. As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

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7. Recommendation of other office (as required)?

(a) Authorized Signature: _____

(b) Office Name:

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8. List of Supporting Documents:

1. Permanent Improvement New Residence Hall
2. Bond Information Report

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9. Upload Agenda Item Worksheet and supporting documentation in PDF and native format to the SFAA Authority File Drop. Supporting documentation should include all related agreements or approval requests (e.g., leases, contracts, permanent improvements, indebtedness, agenda items), either current or anticipated; or provide affirmation from the submitting agency that there are no related transactions.

POPE FLYNN
GROUP

Pope Flynn, LLC
1411 Gervais Street, Suite 300
Post Office Box 11509 (29211)
Columbia, SC 29201

MAIN 803.354.4900
FAX 803.354.4899
www.popeflynn.com

May 12, 2026

Mr. Delbert H. Singleton, Jr.
Assistant Executive Director and Authority Secretary
South Carolina State Fiscal Accountability Authority
1333 Main Street, Suite 700
Columbia, South Carolina 29201

Re: Not Exceeding $55,500,000 Winthrop University Higher Education Revenue Bonds, Series 2026

Dear Delbert:

On behalf of Winthrop University, in connection with the authorization of the above referenced bonds (the "Bonds"), and in anticipation of the South Carolina State Fiscal Accountability Authority (the "Authority") meeting scheduled for June 16, 2026, we respectfully enclose the following for consideration by the Authority:

1. A copy of a bond resolution adopted by The Trustees of Winthrop University (the "Board of Trustees") on December 17, 2024, providing for the issuance of revenue bonds of Winthrop University;

2. A copy of a series resolution adopted by the Board of Trustees on April 30, 2026, authorizing the issuance of the Bonds;

3. A proposed form of opinion of Bond Counsel;

4. An executed opinion of Pope Flynn, LLC relating to the sufficiency of the proceedings and information submitted to the Authority in connection with its consideration of the approval of the Bonds;

5. A proposed form of resolution of the Authority (an electronic copy is being provided contemporaneously with this letter);

6. A Bond Information Report; and

7. An executed Bond Transmittal Form.

The University will provide the Office of State Treasurer with copies of the Bond Counsel Selection Form and the New Debt Information Form (NDIF) – Initial Form contemporaneously with this submission. Please let us know should you require anything further or if you have any questions regarding the enclosed.

Best regards,

Gary T. Pope, Jr.

c: Kevin Butler, Winthrop University
Kevin O'Brien, Office of State Treasurer

Enclosures

OFFICE OF STATE TREASURER

New Debt Information Form (NDIF) - Initial Form

SFAA Approval Date: 06/16/26 Final Version Date: 00/00/00

1. AGENCY/ISSUER & FINANCING INFORMATION

Agency #: H47 Issuer: Winthrop University Series: 2026

Borrower (if not Issuer):

Bond Caption: Higher Education Revenue Bonds

Bond Resolution Amount: $55,500,000.00 Est. Production/Par Amt: $53,740,000.00

(Used to calculate initial COI percentages; STO bond issues must use Par Amt *)*

Final Production/Par Amt: $0.00

Submitted By:

ENTITY	Winthrop University
BY:	Kevin Butler
ITS:	CFO and Vice President, Finance & Admin.
Tel:	803-323-3924
Email:	butlerk@winthrop.edu

Transaction Type/Method of Sale:

	Public Offering:	Competitive:	Negotiated:	
X	Direct Placement:	Competitive: X	Negotiated:	
	Governmental Loan/Governmental Purchaser			
	Other:			

MSRB (EMMA) Continuing Disclosure Requirement (Y/N): N

MSRB (EMMA) Continuing Disclosure Responsible Party: N/A

2. FINANCING (NEW PORTION)

Project #: Project Name: Student Housing Facilities

Project Address/Location: Winthrop Campus, Rock Hill Amount: $55,500,000.00

Project Type: Purchase Land/Buildings County: York

Projected Avg Interest Rate: 5.00% Final Maturity: TBD

3. FINANCING (REFUNDED PORTION)

Series to be Refunded	Refunded Maturities	Principal Refunded	IR of Refunded Bds	Est. Yield of Refunding Bds	Est NPV Svgs. ($)	Est NPV Svgs. (% of Ref. Bds)
		$			$	
		$			$	
		$			$	
	Total	$	*********	*********	$	

4. FINANCING WORKING GROUP

Financial Advisor:	First Tryon Advisors, LLC	Disclosure Counsel:	
Bond Counsel:	Pope Flynn, LLC	Issuer's Counsel:	
Underwriter:	TBD	Trustee:	Office of State Treasurer
Paying Agent:	US Bank	Other:	

5. FINANCING/PROJECT DESCRIPTION

(Briefly, explain the financing/project, the anticipated costs, & the basis for these cost estimates. Use an attachment if needed)

The bonds will provide proceeds necessary to defray the costs to construct, improve and equip new student housing facilities on the campus of the University, together with related infrastructure and improvements. The proposed student housing facilities will add approximately 450 beds. Costs of issuance of the bonds are calculated at the anticipated par amount of the bonds in accordance with the approved fee schedule for counsel, past experience, and to take into account that certain items will not be known until the pricing of the bonds and will vary with market conditions.

6. FINANCING/PROJECT APPROVAL DATES

Financing Approvals		Notes:
Issuer/Borrower Approval:	04/30/26	Adopted
JBRC Approval:	06/10/26	Proposed
SFAA Approval:	06/16/26	Proposed

Project Approvals - Phase II (State Entities Only)		Notes:
Issuer/Borrower Approval:	04/30/26	Adopted
JBRC Approval:	06/10/26	Proposed
SFAA Approval:	06/16/26	Proposed

7. TAX AND ARBITRAGE MATTERS & SPEND DOWN SCHEDULE

	Yes	No
a. Is any portion of the project, once completed, to be managed by a third-party pursuant to a management contract? (if yes, please attach copy)		X
b. Will any third-party payments (from support organizations, private entities or the federal government) related to the facility, however indirectly, be used to pay debt service on the bonds?		X

c. If yes to any of the above, please provide a square footage and cost estimate of the portion affected.

Sq. Footage -

Cost Estimate - $0

	Bond Proceeds	FYE	Spend Down Schedule Notes
Est. Expenditures - Through 6 Months	$ 8,901,719.00	6/30/2027	Costs of construction and costs of issuance
Est. Expenditures - Through 12 Months	$ 15,319,928.00	6/30/2027	Construction draws
Est. Expenditures - Through 18 Months	$ 18,994,668.00	6/30/2028	Construction draws
Est. Expenditures - Through 24 Months	$ 6,301,516.07	6/30/2028	Construction draws
Est. Expenditures - Through 36 Months	$		
Est. Expenditures - Through 48 Months	$		
- Estimated Expenditures: Thru FY:	**$ 49,517,831.07**		

8. ESTIMATED/ACTUAL PROJECT SOURCES AND USES

Sources	Est. Project Budget (Sources)		Est. Project Budget (Uses)	Uses
(1) Bond Proceeds: (a) Par	$ 53,740,000.00		$ 49,326,087.07	Project Fund
(b) Premium/Accr. Int.	$		$ 4,222,172.93	Capitalized Interest Fund
(2) Issuer/Borrower Contr.	$			Debt Service Reserve Fund
(3) Debt Service Fund Trans.	$			Redemption Price/Escrow Deposit
(4) Debt Service Reserve			$ 191,740.00	Cost of Issuance (Incl. UW Disc.)
Fund Contribution	$			Accrued Interest
(5) Other (Specify)				Other
Type -	$		$	Other
Type -	$		$	Other
(6) SCHFDA MFHRB Sources			$	Other
(a) LIHTC	$		$	Other
(a) State Housing TC	$		$	Other
(c) Owner's Equity/Other	$		$	Other
Total Project Sources	**$ 53,740,000.00**		**$ 53,740,000.00**	**Total Project Uses**
		Surplus/Deficit	**$ -**	

9. ESTIMATED/ACTUAL BOND COI EXPENDITURES *(** Added COI entities beyond the following need an attached description *)*

COI Entity	Selected COI Vendor	Vendor #	Engagement Date (w/Engagement Ltr Attached)	Est. Fee For Services	Act. Fee For Services	($ △)
Financial Advisor	First Tryon Advisors			$ 78,000.00	$	$ 78,000.00
Bond Counsel	Pope Flynn, LLC			$ 53,740.00	$	$ 53,740.00
Disclosure Counsel					$	$
Issuer's Counsel					$	$
Underwriter's Counsel					$	$
Bank Counsel	TBD at Sale			$ 15,000.00	$	$ 15,000.00
Title Insurance and Recording					$	$
Issuer's Real Estate Counsel					$	$
Rating Agency - S&P					$	$
Rating Agency - Moody's					$	$
Rating Agency - Fitch					$	$
Underwriter's Compensation					$	$
Registrar / Paying Agent	US Bank			$ 5,000.00	$	$ 5,000.00
Escrow Agent					$	$
Accountant					$	$
Verification Agent					$	$
Printing					$	$
Publishing					$	$
Advertising					$	$
Contingency				$ 40,000.00	$	$ 40,000.00
Issuer's Fee	SC JEDA / SC SHFDA			$	$	$
				$ 191,740.00	**$**	**$ 191,740.00**

Est. / Actual COI Fees (% of Transaction):

Financial Advisor: % of Transaction	*0.15%*	*#DIV/0!*
Bond Counsel: % of Transaction	*0.10%*	*#DIV/0!*
Total Legal Costs: % of Transaction	*0.13%*	*#DIV/0!*
Rating Agencies: % of Transaction	*0.00%*	*#DIV/0!*

UW Comp: % of Transaction	0.00%	#DIV/0!
Other COI: % of Transaction	0.08%	#DIV/0!
Total COI: % of Transaction	**0.36%**	**#DIV/0!**

BOND TRANSMITTAL FORM

TO: Delbert H. Singleton, Jr., Authority Secretary
State Fiscal Accountability Authority
1333 Main Street, Suite 700 (29201)
P.O. Box 12444
Columbia, SC 29211

DATE: 5/12/2026

Submitted for SFAA Meeting on:
6/16/2026

FROM: Pope Flynn, LLC
1411 Gervais Street, Suite 300
Columbia, SC 29201
(803) 354-4900

RE: N/E $55,500,000 Winthrop University Higher Education Revenue Bonds, Series 2026

Project Name: New Residence Hall. Project encompasses construction, improvement and equipment of new student housing facilities on the campus of the University, together with related infrastructure and improvements.

Documents enclosed (executed original and two copies of each):

(ALL documents required for state law approval; A and C only for ceiling allocation only; must check J or K)

A. ☐ Petition
B. ☒ Resolution or Ordinance
C. ☐ Inducement Resolution or comparable preliminary approval
D. ☒ State Fiscal Accountability Authority Resolution and Public Notice *(original)*
Plus 3 copies for certification and return to bond counsel
E. ☒ Draft bond counsel opinion letter
F. ☒ Signed SFAA Reliance letter
G. ☐ DPH Certificate of Need (C.O.N.)
H. ☒ Bond Information Report OR Bond Summary
I. ☐ Processing Fee
Amount: $Click or tap here to enter text. *Check No:* Click or tap here to enter text.
Payor: Click or tap here to enter text.

Must check (J) or (K) below:

J. ☒ No Private Participant will be known at the time the Authority considers this agenda item.
K. ☐ This agenda item is accompanied by the applicable Private Party Disclosure form for each private participant.

Bond Counsel: Gary T. Pope, Jr.
Pope Flynn, LLC

By: _____
(Signature of Responsible Attorney)

Winthrop University Bond Information Report

Prepared in Connection with the Proposed Authorization of
Not Exceeding $55,500,000 of Winthrop University
Higher Education Revenue Bonds, Series 2026

Amount and Type of Bond. Winthrop University (the "University" or "Winthrop") is seeking review by the Joint Bond Review Committee and approval by the South Carolina State Fiscal Accountability Authority for the issuance of not exceeding $55,500,000 of Winthrop University Higher Education Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), the proceeds of which may be applied for the purposes of: (1) paying the costs of, and reimbursing the University for any capital expenditures previously made in connection with the Project (as defined below), including any capitalized interest on the Series 2026 Bonds, if any; (2) paying the cost of issuance of the Series 2026 Bonds, including the premium on any Municipal Bond Insurance Policy or debt service reserve fund funding substitute; and (3) paying the principal of and interest on any bond anticipation notes whether at maturity or early redemption. The Project is defined to include the costs to construct, improve and equip new student housing facilities on the campus of the University, together with related infrastructure and improvements (the "Project"). The Project is expected to provide between 350 and 500 beds and space for complementary uses.

Revenues Pledged to Pay the Bonds. The University's Higher Education Revenue Bonds are payable from, and are secured by a pledge of, the Net Revenues and the Additional Funds ("Pledged Revenues"). Under the bond resolution governing the issuance of the University's Higher Education Revenue Bonds the University must maintain Net Revenues at least equal to 120% of composite debt service on all outstanding Higher Education Revenue Bonds. The Net Revenues for the fiscal year ended June 30, 2025, totaled $4,382,881. The estimated debt service requirements on all existing, authorized, and proposed Higher Education Revenue Bonds are attached as Exhibit A. Exhibit B reflects estimated maximum annual debt service of $5,181,840 in the fiscal year ending June 30, 2033, and debt service coverage ranging from 1.56 to 3.02 times annual debt service.

New Revenue Generation. Upon completion of the Project, Net Revenues derived from the Project will be more than sufficient to pay debt service on the Series 2026 Bonds as shown in Exhibit B.

Other Funds Available to Pay Bonds. While the University intends to pay debt service on the Bonds from the Net Revenues, both the Net Revenues and the Additional Funds comprise the Pledged Revenues that secure the Bonds. Presently, the University has not designated any funds of the University as Additional Funds, but maintains the flexibility to designate otherwise unrestricted revenues of the University to bolster Net Revenues. State appropriations and student tuition and fees pledged to the payment of State Institutions Bonds are not available to be designated as Additional Funds.

No Special Student Fees. No Credit of the State. *No Mortgage*. The University does not currently impose a Special Student Fee, and no such fee is currently contemplated, in connection with the payment of the Bonds. Neither the full faith and credit of Winthrop University nor the State of South Carolina has been pledged to the payment of Higher Education Revenue Bonds. Further, no mortgage or lien has been or will be given on any real property of Winthrop University.

Prepared May 12, 2026 in connection with:

June 10, 2026 Joint Bond Review Committee Meeting
June 16, 2026 State Fiscal Accountability Authority Meeting

Exhibit A

Winthrop University
Higher Education Revenue Bonds - Debt Service

Fiscal Year	Existing Debt Service	Debt Service On Authorized but Unissued Bonds	Debt Service on Proposed Bond Issue* Principal	Debt Service on Proposed Bond Issue* Interest	Total Composite Debt Service	
6/30/2026	$ 1,454,255	$ -	$ -	$ -	$ 1,454,255	
6/30/2027	1,453,626	-	-	-	1,453,626	
6/30/2028	1,453,966	-	-	-	1,453,966	
6/30/2029	1,452,479	-	950,000	2,775,000	5,177,479	
6/30/2030	1,454,165	-	1,000,000	2,727,500	5,181,665	
6/30/2031	1,453,821	-	1,050,000	2,677,500	5,181,321	
6/30/2032	1,456,447	-	1,100,000	2,625,000	5,181,447	
6/30/2033	1,456,840	-	1,155,000	2,570,000	5,181,840	***
6/30/2034	-	-	1,215,000	2,512,250	3,727,250	
6/30/2035	-	-	1,275,000	2,451,500	3,726,500	
6/30/2036	-	-	1,335,000	2,387,750	3,722,750	
6/30/2037	-	-	1,405,000	2,321,000	3,726,000	
6/30/2038	-	-	1,475,000	2,250,750	3,725,750	
6/30/2039	-	-	1,550,000	2,177,000	3,727,000	
6/30/2040	-	-	1,625,000	2,099,500	3,724,500	
6/30/2041	-	-	1,705,000	2,018,250	3,723,250	
6/30/2042	-	-	1,790,000	1,933,000	3,723,000	
6/30/2043	-	-	1,880,000	1,843,500	3,723,500	
6/30/2044	-	-	1,975,000	1,749,500	3,724,500	
6/30/2045	-	-	2,075,000	1,650,750	3,725,750	
6/30/2046	-	-	2,180,000	1,547,000	3,727,000	
6/30/2047	-	-	2,285,000	1,438,000	3,723,000	
6/30/2048	-	-	2,400,000	1,323,750	3,723,750	
6/30/2049	-	-	2,520,000	1,203,750	3,723,750	
6/30/2050	-	-	2,645,000	1,077,750	3,722,750	
6/30/2051	-	-	2,780,000	945,500	3,725,500	
6/30/2052	-	-	2,920,000	806,500	3,726,500	
6/30/2053	-	-	3,065,000	660,500	3,725,500	
6/30/2054	-	-	3,220,000	507,250	3,727,250	
6/30/2055	-	-	3,380,000	346,250	3,726,250	
6/30/2056	-	-	3,545,000	177,250	3,722,250	
Totals	$ 11,635,599	$ -	$ 55,500,000	$ 48,803,250	$ 115,938,849	

*Assumes a 30-year amortization subject to a rate reset in year 11.

Exhibit B

Winthrop University

Higher Education Revenue Bonds - Coverage

Fiscal Year	Composite Debt Service	FY25 Net Revenues	Coverage Ratio Based on FY25 Pledged Revenues	Pro Forma Net Revenues	Total Pro Forma Pledged Revenues*	Pro Forma Coverage Ratio
6/30/2026	$ 1,454,255	$ 4,382,881	3.01	$ -	$ 4,382,881	3.01
6/30/2027	1,453,626	4,382,881	3.02	-	4,382,881	3.02
6/30/2028	1,453,966	4,382,881	3.01	-	4,382,881	3.01
6/30/2029	5,177,479	4,382,881	0.85	3,704,189	8,087,070	1.56
6/30/2030	5,181,665	4,382,881	0.85	3,704,189	8,087,070	1.56
6/30/2031	5,181,321	4,382,881	0.85	3,704,189	8,087,070	1.56
6/30/2032	5,181,447	4,382,881	0.85	3,704,189	8,087,070	1.56
6/30/2033	5,181,840	4,382,881	0.85	3,704,189	8,087,070	1.56
6/30/2034	3,727,250	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2035	3,726,500	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2036	3,722,750	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2037	3,726,000	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2038	3,725,750	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2039	3,727,000	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2040	3,724,500	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2041	3,723,250	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2042	3,723,000	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2043	3,723,500	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2044	3,724,500	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2045	3,725,750	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2046	3,727,000	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2047	3,723,000	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2048	3,723,750	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2049	3,723,750	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2050	3,722,750	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2051	3,725,500	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2052	3,726,500	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2053	3,725,500	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2054	3,727,250	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2055	3,726,250	4,382,881	1.18	3,704,189	8,087,070	2.17
6/30/2056	3,722,250	4,382,881	1.18	3,704,189	8,087,070	2.17

*Pro Forma Net Revenues are based on the FY25 Net Revenues plus the Net Revenues of the Project.

A SERIES RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE BONDS OF WINTHROP UNIVERSITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $55,500,000; AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE BONDS; AND OTHER MATTERS RELATING THERETO

SERIES RESOLUTION

April 30, 2026

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BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WINTHROP UNIVERSITY, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

As an incident to the adoption of this resolution (hereinafter, this "***Series Resolution***"), and the issuance of the Higher Education Revenue Bonds provided for herein, The Trustees of Winthrop University (the "***Board of Trustees***"), the governing body of Winthrop University (the "***University***"), finds, as a fact, that each of the statements hereinafter set forth in this Article I is in all respects true and correct.

(A) The Board of Trustees has made general provision for the issuance of Winthrop University Higher Education Revenue Bonds (the "***Bonds***") through the means of a resolution adopted on December 17, 2024, entitled "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF WINTHROP UNIVERSITY HIGHER EDUCATION REVENUE BONDS AND OTHER MATTERS RELATING THERETO" (as amended or supplemented, the "***Bond Resolution***"). All capitalized terms which are not defined herein shall have the meanings set forth in the Bond Resolution.

(B) It is provided in and by the Bond Resolution that, upon adoption of a Series Resolution, there may be issued one or more Series of Bonds for the purposes of (i) financing or refinancing in whole or in part the cost of acquisition, construction, reconstruction, renovation, and improvement of land, buildings, and other improvements to real property and equipment for the purpose of providing Facilities serving the needs of the University; (ii) funding any Debt Service Reserve Fund (including the purchase of a surety bond, insurance policy, line of credit, letter of credit or similar instrument credited thereto in lieu of cash as provided herein) or restoring the value of the cash and securities in any Debt Service Reserve Fund to an amount equal to the applicable Reserve Requirement; (iii) purchasing or providing for credit enhancement for any Series of Bonds; (iv) capitalizing interest on the Bonds for such period of time as the Board of Trustees may determine; and (v) paying costs of issuance of Bonds, including any credit enhancement.

(C) The Board of Trustees has determined that a current need exists to construct, improve and equip new student housing facilities on the campus of the University, together with related infrastructure and improvements (the "***Project***"). The Project is expected to provide between 350 and 500 beds and space for complementary uses. In order to finance the Project, it is anticipated that debt in the aggregate principal amount of not exceeding $55,500,000 must be incurred, which sum will produce sufficient funds for the costs of the Project. The Project shall constitute Facilities under the Bond Resolution.

(D) Accordingly, the Board of Trustees has determined to issue not exceeding $55,500,000 aggregate principal amount of Winthrop University Higher Education Revenue

Bonds, in one or more Series, under the terms of this Series Resolution and pursuant to the Enabling Act and the Bond Resolution (the "***Series 2026 Bonds***"), the proceeds of which will be used (i) to pay the costs of, or reimburse the University for capital expenditures made in connection with, the Project, including any capitalized interest on the Series 2026 Bonds; and (ii) to pay the cost of issuance of the Series 2026 Bonds, including the premium on any Municipal Bond Insurance Policy (as such term is defined herein) or debt service reserve fund funding substitute; and (iii) to pay the principal of and interest on any Series 2026 Notes (as such term is defined herein) whether at maturity or early redemption.

(E) The University finds that the issuance of the Series 2026 Bonds is necessary to provide funds to be used and expended for the Project, as authorized by the Bond Resolution and the Enabling Act.

(F) In accordance with Section 4.01(B)(16) of the Bond Resolution, the Board of Trustees has further determined that the applicable Reserve Requirements, if any, for all Series of Bonds Outstanding (as defined in the Bond Resolution) have been or will be met.

(G) Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended, authorizes institutions of the State of South Carolina to borrow in anticipation of the issuance of bonds. Pending the issuance of the Series of Bonds authorized hereby, the Chief Financial Officer and the State Treasurer may determine to provide for the issuance of Series 2026 Notes as described herein.

* * *

ARTICLE II

DEFINITIONS AND AUTHORITY

Section 2.01 Definitions.

(A) All terms which are defined in Article II of the Bond Resolution shall have the same meanings, respectively, in this Series Resolution as such terms are given in the Bond Resolution.

(B) In addition, as used in this Series Resolution, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"***Beneficial Owner***" means, for any Series 2026 Bond which is held by a nominee, the beneficial owner of such Series 2026 Bond.

"***Bond Counsel***" means Pope Flynn, LLC in connection with the issuance of the Series 2026 Bonds or Series 2026 Notes and for all other purposes shall have the meaning ascribed thereto in the Bond Resolution.

"***Bond Payment Date***" means each date, as determined pursuant to Section 3.04 hereof, on which interest on any Series 2026 Bonds shall be payable or on which both a Principal Installment and interest on Series 2026 Bonds shall be payable.

"***Bond Resolution***" means that certain resolution adopted by the Board of Trustees on December 17, 2024, entitled "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF WINTHROP UNIVERSITY HIGHER EDUCATION REVENUE BONDS AND OTHER MATTERS RELATING THERETO," as from time to time amended and supplemented.

"***Continuing Disclosure Undertaking***" means that certain Continuing Disclosure Undertaking substantially in the form attached hereto as Exhibit B authorized hereunder and as may be executed and delivered in accordance with the terms hereof, and as it may be amended from time to time in accordance with the terms thereof.

"***Corporate Trust Office***," when used with respect to the Paying Agent and the Registrar, means the designated office at which the corporate trust business of such party shall be administered and to the extent the State Treasurer shall act as Paying Agent and Registrar, "Corporate Trust Office" means the Office of the State Treasurer.

"***Date of Issue***," with respect to the Series of Bonds issued hereunder, means the date from which interest accrues on such obligations.

"***Depository***" means The Depository Trust Company or other recognized securities depository selected by the University, which securities depository maintains a book-entry system with respect to Series 2026 Bonds and shall include any substitute for or successor to the securities depository initially acting as Depository.

"***Depository Nominee***" means, as to any Depository, such Depository or the nominee of such Depository in whose name there shall be registered on the registration books maintained by the Registrar the Series 2026 Bond certificates to be delivered to and immobilized at such Depository during the continuation with such Depository of participation in its book-entry system. Cede & Co. shall serve as the initial Depository Nominee hereunder.

"***Municipal Bond Insurance Policy***" means the municipal bond insurance policy, if any, issued by an insurer, insuring the payment when due of the principal of and interest on any Series 2026 Bonds.

"***Note Enabling Act***" means Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended, which authorizes institutions of the State of South Carolina to borrow in anticipation of the issuance of Bonds.

"***Official Notice of Sale***" means any public offer of Series 2026 Bonds or Series 2026 Notes containing the terms and conditions for the competitive sale and award thereof, if used, as may be established by the Chief Financial Officer and the State Treasurer.

"***Official Statement***" means any Official Statement of the University prepared and distributed in connection with a public sale or private sale for public reoffering and delivery of Series 2026 Bonds or Series 2026 Notes in such form as may be approved by the Chief Financial Officer and as more particularly described in Section 7.02 or Section 9.02 hereof.

"***Participants***" means those broker-dealers, banks and other financial institutions for which the Depository holds Series 2026 Bonds as depository.

"***Preliminary Official Statement***" means any Preliminary Official Statement of the University prepared and distributed in connection with a public sale or a private sale for public reoffering and delivery of Series 2026 Bonds or Series 2026 Notes, in such form as may be approved by the Chief Financial Officer and as more particularly described in Section 7.02 or Section 9.02 hereof.

"***Rebate Fund***" means that fund created pursuant to Section 10.2 hereof to provide for the payment of rebate and arbitrage in connection with applicable Series 2026 Bonds.

"***Record Date***" means the 15th day of the month preceding each Bond Payment Date.

"***Series 2026 Bonds***" means the Bonds, in one or more Series, of the University authorized and issued pursuant to the Enabling Act, the Bond Resolution, and this Series Resolution.

"***Series 2026 Construction Fund***" means any Series 2026 Construction Fund established pursuant to Section 5.01 hereof.

"***Series 2026 Costs of Issuance Fund***" means any Series 2026 Costs of Issuance Fund established pursuant to Section 5.02 hereof.

"***Series 2026 Debt Service Fund***" means any Debt Service Fund for the Series 2026 Bonds created pursuant to Section 5.03 hereof.

"***Series 2026 Debt Service Reserve Fund***" means any Debt Service Reserve Fund for the Series 2026 Bonds created pursuant to Section 5.04 hereof.

"***Series 2026 Notes***" means the Higher Education Revenue Bond Anticipation Notes of the University authorized to be issued hereunder.

"***Series 2026 Reserve Requirement***" means the Reserve Requirement, if any, as determined by the Chief Financial Officer and the State Treasurer to be the amount necessary to market the Series 2026 Bonds of a Series, at interest rates comparable to that enjoyed by credits of the nature of Series 2026 Bonds, provided that any such Series 2026 Reserve Requirement shall be funded only at a level which will not result in a requirement to yield restrict any invested funds in the Series 2026 Debt Service Reserve Fund to the applicable yield on the Series 2026 Bonds.

"***Sinking Fund Date***" has the meaning given that term in Section 3.06 hereof.

"***State Treasurer***" means the Treasurer of the State of South Carolina or the Office of the State Treasurer of South Carolina.

"***Taxable Series***" means a Series of Series 2026 Bonds so designated by the Chief Financial Officer, the interest upon which is not excludable from income for federal income tax purposes.

Section 2.02 Authority for this Series Resolution.

This Series Resolution is adopted pursuant to the provisions of the Enabling Act and the Bond Resolution.

* * *

ARTICLE III

AUTHORIZATION AND TERMS OF THE SERIES 2026 BONDS

Section 3.01 Principal Amount and Designation of Series.

(A) Pursuant to the provisions of the Bond Resolution, there is hereby authorized, in one or more Series, Bonds of the University entitled to the benefits, protection, and security of the provisions thereof in the aggregate principal amount not exceeding $55,500,000. Subject to the provisions of paragraph (B) of this Section, the Series 2026 Bonds shall be designated "Winthrop University Higher Education Revenue Bonds, Series 2026" or such other Series designation as may be determined by the Chief Financial Officer.

(B) Notwithstanding anything in this Series Resolution to the contrary, the Series designation of the Bonds authorized herein may, prior to the sale thereof, be changed from "Series 2026" to any other designation, including a designation reflecting the year of issuance or alphanumeric designation to distinguish between or among Series 2026 Bonds issued as separate Series in the same year, as may be determined by the Chief Financial Officer in his sole discretion.

Section 3.02 Purposes.

The Series 2026 Bonds are authorized for the purposes of:

(1) paying the costs of, and reimbursing the University for any capital expenditures previously made in connection with, the Project, including capitalized interest on the Series 2026 Bonds, if any; and

(2) paying the costs of issuance of the Series 2026 Bonds, including the premium on any Municipal Bond Insurance Policy or debt service reserve fund funding substitute; and

(3) paying the principal of and interest on any Series 2026 Notes whether at maturity or early redemption.

Section 3.03 Direction to Chief Financial Officer and State Treasurer.

The Chief Financial Officer and the State Treasurer are hereby authorized to effect the issuance of the Series 2026 Bonds, in one or more Series, upon the terms and conditions set forth herein in an amount necessary to meet the purposes set forth in Section 3.02 hereof, not exceeding $55,500,000 in aggregate principal amount.

Section 3.04 Maturity Schedule; Interest Payment Dates.

The Series 2026 Bonds shall mature in the principal amounts and on the dates and in the years as shall be determined by the Chief Financial Officer and the State Treasurer; provided, that final maturity of the Series 2026 Bonds shall occur not later than that date permitted by the

Enabling Act. The Series 2026 Bonds shall bear interest at rates determined in the manner prescribed by Section 3.08 and Article VII hereof on the basis of a 360-day year consisting of twelve 30-day months, or any other interest rate convention as determined by the Chief Financial Officer and the State Treasurer. Each Series of Series 2026 Bonds shall be dated its Date of Issue as shall be determined by the Chief Financial Officer and the State Treasurer, and interest on the Series 2026 Bonds shall be payable on such days as shall be determined by the Chief Financial Officer and the State Treasurer. The Chief Financial Officer and the State Treasurer are authorized to determine which portion of the Series 2026 Bonds shall be issued as Term Bonds and as Serial Bonds.

Section 3.05 Optional Redemption.

(A) The Chief Financial Officer, in his discretion upon advice received, shall determine whether Series 2026 Bonds shall be subject to redemption prior to maturity at the option of the University, including applicable redemption dates and prices.

(B) In the event that the University shall from time to time, in accordance with the provisions of Section 3.05(A) hereof, elect to redeem Series 2026 Bonds, it shall give notice to the Trustee, Registrar and Paying Agent of each optional redemption. Such notice shall specify the date fixed for redemption and the amount and maturities of the Series 2026 Bonds which are to be redeemed. Such notice may be conditional upon any event or occurrence set forth in such notice, and the obligation of the Registrar to provide the notice of redemption shall not be conditioned on the prior deposit of the amount due at the redemption date.

Section 3.06 Mandatory Sinking Fund Redemption.

(A) Certain of the Series 2026 Bonds, as determined by the Chief Financial Officer in connection with the sale of such Series 2026 Bonds, may be subject to mandatory redemption on such dates (hereinafter, the "***Sinking Fund Dates***") and under the terms and conditions determined by the Chief Financial Officer, through the operation of sinking fund provisions, at the principal amount thereof, plus interest thereon to the redemption date.

(B) If a portion of the Series 2026 Bonds of a Series is subject to mandatory sinking fund redemption as provided in Paragraph (A) above, there shall be deposited with the Paying Agent on or before each Sinking Fund Date an amount sufficient to redeem or to pay (after credit as provided below) those principal amounts of Series 2026 Bonds so designated for mandatory redemption on the applicable Sinking Fund Date.

(C) The University, at its option, to be exercised prior to the 45th day immediately preceding any Sinking Fund Date, may:

(1) cause to be paid to the Paying Agent as a prepayment of sums then to become due, such amount of funds as the University may determine, with written instructions to the Paying Agent, signed in the name of the University, to be applied prior to said 45th day to the purchase of Series 2026 Bonds which are subject to mandatory redemption, or

(2) deliver any principal amount of Series 2026 Bonds which are subject to mandatory sinking fund redemption to the Registrar for cancellation, and shall receive a credit in respect of its next ensuing mandatory sinking fund payment for any such Series 2026 Bond; which prior to said Sinking Fund Date have been purchased or redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Registrar and not theretofore applied as a credit against any sinking fund payment.

(D) Upon receipt of the funds and instructions specified in paragraph (C)(1) above, the Paying Agent shall use all reasonable efforts to expend such funds in the purchase of such Series 2026 Bonds, at a price not exceeding the principal amount thereof plus interest accrued to such Sinking Fund Date. Any such funds not so expended by the Paying Agent shall be applied to the payment of the Series 2026 Bonds maturing on such Sinking Fund Date or returned to the Trustee for the benefit of the University. The Series 2026 Bonds so purchased or presented for cancellation as provided above shall be canceled by the Registrar as provided in Section 4.14 of the Bond Resolution and shall be credited, at their principal amount, until the full amount thereof has been so credited against the next ensuing and future sinking fund payments in chronological order to the extent otherwise payable to the University.

(E) The amount of any such mandatory sinking fund redemptions shall be reduced to the extent Series 2026 Bonds of the applicable Series and maturity have been purchased by the University or redeemed by the University pursuant to any optional redemption provisions, in such manner as the University shall direct, or, absent such direction, on a pro rata basis.

Section 3.07 Partial Redemption.

If less than all of the Series 2026 Bonds are to be redeemed pursuant to any section of this Series Resolution, the Series and maturities of the Series 2026 Bonds to be redeemed shall be as determined by the University. If less than all of a maturity of a Series of Series 2026 Bonds is to be redeemed, the particular Series 2026 Bonds or portions of Series 2026 Bonds of the applicable maturity and Series to be redeemed shall be selected not less than 45 days prior to the date fixed for redemption in the manner provided by Section 4.15 of the Bond Resolution.

Section 3.08 Conditions Relating to Naming Interest Rates.

The Series 2026 Bonds shall bear such rate or rates of interest as shall at the sale of Series 2026 Bonds referred to in Section 7.01 hereof be determined by the Chief Financial Officer and the State Treasurer to be in the best interest of the University; provided, however, that:

(1) all Series 2026 Bonds of the same maturity and Series shall bear the same rate of interest;

(2) no interest rate shall exceed 6%;

(3) each interest rate named shall be a multiple of 1/1000th of one percentage point; and

(4) all other restrictions as may be imposed by the State Treasurer and the Chief Financial Officer (including any modifications of any of Paragraphs (1) and (2) above that are deemed to be in the best interest of the University) prior to the sale of the Series 2026 Bonds shall apply.

Section 3.09 Purchase of Municipal Bond Insurance Policy; Series 2026 Reserve Requirement.

If in the judgment of the Chief Financial Officer and the State Treasurer the purchasing of a Municipal Bond Insurance Policy, and/or a debt service reserve fund funding substitute as permitted by Section 7.05(D) of the Bond Resolution and Section 5.04 hereof to satisfy the Series 2026 Reserve Requirement for Series 2026 Bonds, will enhance the marketing of the Series 2026 Bonds such that a savings to the University would otherwise be realized, the Chief Financial Officer is hereby authorized to effect the purchase of such Municipal Bond Insurance Policy and/or funding substitute. In this respect, the Chairman and the Chief Financial Officer, or either one of them acting alone, are hereby authorized to execute and deliver, upon advice of Bond Counsel, any necessary reimbursement agreements or other insurance agreements with the provider of any Municipal Bond Insurance Policy or debt service reserve fund funding substitute. The University hereby covenants to comply with the covenants and agreements as shall be contained in any such reimbursement or insurance agreement, as if such covenants and agreements were set forth verbatim herein and in the Bond Resolution. Such covenants and agreements shall be deemed to be supplemental and amendatory to the Bond Resolution.

Section 3.10 Authentication; Payment of Interest.

(A) Each of the Series 2026 Bonds shall be authenticated on such date as it shall be delivered and shall bear interest from its Date of Issue, if no interest has yet been paid; otherwise from the last Bond Payment Date to which interest has been paid and which Bond Payment Date is on or prior to the authentication date thereof.

(B) The interest on all Series 2026 Bonds shall be paid by check or draft mailed from the Corporate Trust Office of the Paying Agent to the person in whose name the Series 2026 Bond is registered at the close of business on the applicable Record Date. Any Holder of $1,000,000 or more in principal amount of Series 2026 Bonds shall be entitled by written request to the Paying Agent (which notice shall be valid for all future payments until rescinded) to direct that any payments of interest on such Series 2026 Bonds be transmitted to such Holder by wire transfer. Such request shall provide the Paying Agent with specific direction as to the manner of making such payment.

Section 3.11 Denomination; Numbering.

The Series 2026 Bonds shall be issued in the denomination of $5,000 or any multiple thereof, not exceeding the principal amount of the Series 2026 Bonds maturing in such year. Each Series 2026 Bond shall be numbered by the Registrar in such a fashion as to reflect the fact that it is one of the Series 2026 Bonds, and to identify the Holder thereof on the books kept by the Registrar. The initial maturity of the Series 2026 Bonds shall be numbered R-1, and thereafter sequentially "R-" numbered for identification.

Section 3.12 Appointment of Trustee; Maintenance of Paying Agent and Registrar.

(A) The State Treasurer is hereby appointed to act as Trustee under this Series Resolution. The State Treasurer shall signify its acceptance of the duties of the Trustee under this Series Resolution and the Bond Resolution upon delivery of the Series 2026 Bonds.

(B) As long as any Series 2026 Bonds remain Outstanding, the University shall maintain a Paying Agent and a Registrar therefor, which may be the Trustee. The Series 2026 Bonds shall be presented for payment, and notices and demands to or upon the Trustee and the University in respect to the Series 2026 Bonds may be served, at the Corporate Trust Office of the Paying Agent. The Chief Financial Officer and the State Treasurer shall determine the Paying Agent and the Registrar for each Series of Series 2026 Bonds prior to the sale thereof.

(C) The Series 2026 Bonds shall be presented for registration of transfers and exchanges in accordance with the provisions of the Bond Resolution at the Corporate Trust Office of the Registrar.

Section 3.13 Form of Bonds.

The Series 2026 Bonds shall be substantially in the form attached hereto as Exhibit A, with such changes, modifications, or amendments to the form attached hereto as Exhibit A as shall, upon advice of Bond Counsel, be approved by the Chief Financial Officer and the State Treasurer, the execution thereof by the Chief Financial Officer constituting conclusive approval of any and all changes, modifications, or amendments.

Section 3.14 Book-Entry System.

If determined to be advantageous to the University by the Chief Financial Officer and the State Treasurer prior to the sale of any Series of Series 2026 Bonds, such Series 2026 Bonds will be eligible securities for the purpose of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Series 2026 Bonds shall be made only through the Depository and its Participants in accordance with rules specified by the Depository. Such beneficial ownership must be of a $5,000 principal amount of the Series 2026 Bonds of the same maturity and Series or any integral multiple of $5,000, with each increment of $5,000 being separately of a single maturity.

The Series 2026 Bonds shall be issued in fully registered form, and, if issued as book entry-only securities, shall be issued in one certificate for each of the maturities and Series of the Series 2026 Bonds, in the name of Cede & Co., as Depository Nominee. When any principal of, premium, if any, or interest on the Series 2026 Bonds becomes due, the Trustee shall cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to the Depository Nominee as long as it is owner of record on the applicable Record Date. The Depository Nominee shall be considered to be the owner of the Series 2026 Bonds so registered for all purposes of this Series Resolution, including, without limitation, payments as aforesaid and receipt of notices and exercise of rights of Series 2026 Bond owners.

The Trustee shall notify the Depository of any notice of redemption required to be given pursuant to this Series Resolution not less than 30 nor more than 60 days prior to the date fixed for redemption.

The Depository is expected to maintain records of the positions of Participants in the Series 2026 Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Series 2026 Bonds. The University makes no assurances that the Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the University shall have no responsibility for any such maintenance of records of transfer or payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

If (a) the Depository determines not to continue to act as Depository for the Series 2026 Bonds, or (b) the University has advised the Depository of the University's determination that the Depository is incapable of discharging its duties, the University shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the University of the Series 2026 Bonds, together with an assignment duly executed by the Depository, the University shall execute and deliver to the successor depository, Series 2026 Bonds of the same Series, principal amount, interest rate and maturity.

If the University is unable to retain a qualified successor to the Depository or the University has determined that it is in the best interest of the University not to continue the Book-Entry System of transfer or that the interest of the Beneficial Owners of the Series 2026 Bonds might be adversely affected if the Book-Entry System of transfer is continued (the University undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Series 2026 Bonds by mailing an appropriate notice to the Depository, upon receipt by the University of the Series 2026 Bonds, together with an assignment duly executed by the Depository, the University shall execute, and cause to be authenticated and delivered pursuant to the instructions of the Depository, Series 2026 Bonds in fully registered form, in substantially the form set forth in this Series Resolution, and in denominations of $5,000 or any integral multiple thereof.

Section 3.15 Designation of Source or Sources of Revenue for Repayment of Bonds.

The Board of Trustees hereby designates the Net Revenues and Additional Funds as the sources of revenue designated for the repayment of the Series 2026 Bonds in accordance with Section 59-147-110 of the Enabling Act. The Board of Trustees has not presently designated any revenues of the University as Additional Funds.

* * *

ARTICLE IV

EXECUTION; NO RECOURSE

Section 4.01 Execution.

The Series 2026 Bonds shall be executed and authenticated in accordance with the applicable provisions of the Bond Resolution; provided, however, that the Chief Financial Officer shall also execute any Bonds in addition to the required signatories in the Bond Resolution.

Section 4.02 No Recourse.

All covenants, stipulations, promises, agreements, and obligations of the University contained in the Bond Resolution or in this Series Resolution shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the University and not those of any officer or employee of the University in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series 2026 Bonds or for any claim based thereon or on the Bond Resolution or on this Series Resolution, either jointly or severally, against any officer or employee of the University or any person executing the Series 2026 Bonds.

* * *

ARTICLE V

ESTABLISHMENT OF FUNDS

Section 5.01 Establishment of Series 2026 Construction Fund.

(A) There is hereby established, in accordance with Section 7.07 of the Bond Resolution, a Series 2026 Construction Fund which shall be maintained by the Trustee for the benefit of the University. All earnings on moneys in the Series 2026 Construction Fund shall accrue to the benefit of the Series 2026 Construction Fund and shall be available to pay costs of the Project.

(B) The Trustee may provide from time to time for the investment of moneys in the Series 2026 Construction Fund in Authorized Investments having suitable maturities consonant with the need for application of the moneys in the Series 2026 Construction Fund; provided, however, that the State Treasurer shall have the discretion, with due regard for the rebate compliance provisions set forth in Section 10.02 hereof, to invest moneys in the Series 2026 Construction Fund in Authorized Investments having suitable maturities consonant with the need for the application of such moneys.

(C) Upon the completion of the Project, and the expenditure of all sums necessary therefor, any moneys remaining in the Series 2026 Construction Fund at such time shall, at the discretion of the Chief Financial Officer, be used to fund any amounts required to be paid into the Rebate Fund described in Section 10.02 hereof, used to acquire, construct, renovate, repair, equip, or improve additional Facilities as may be approved by the Board of Trustees, or used to pay interest or principal on the Series 2026 Bonds.

Section 5.02 Establishment of Series 2026 Costs of Issuance Fund.

There is hereby established, in accordance with Section 7.08(B) of the Bond Resolution, the Series 2026 Costs of Issuance Fund, to be held, maintained, and controlled by the Trustee. The costs of issuance of the Series 2026 Bonds, including the premium on any Municipal Bond Insurance Policy or debt service reserve fund funding substitute, shall be paid therefrom. Ninety days following the date of delivery of the Series 2026 Bonds, or on such earlier date as all applicable costs of issuance have been paid, all remaining sums shall be transferred to the Series 2026 Debt Service Fund or otherwise applied in a manner consistent with the disposition of surplus moneys in the Series 2026 Construction Fund.

Section 5.03 Establishment of Series 2026 Debt Service Fund.

There is hereby established, in accordance with Section 7.04 of the Bond Resolution, the Series 2026 Debt Service Fund. If proceeds of Series 2026 Bonds are used to pay capitalized interest on the Series 2026 Bonds, a Capitalized Interest Account of the Series 2026 Debt Service Fund may be established. A physically separate Capitalized Interest Account need not be established so long as appropriate records allow for the identification of funds.

Section 5.04 Establishment and Funding of Series 2026 Debt Service Reserve Fund.

(A) The Chief Financial Officer shall determine the necessity of establishing a Series 2026 Debt Service Reserve Fund, to be funded in the amount of the Series 2026 Reserve Requirement, which may be satisfied, at the discretion of the Chief Financial Officer, by the deposit in the Series 2026 Debt Service Reserve Fund of proceeds of the Series 2026 Bonds or, as provided in Section 3.09 hereof, through the purchase of a debt service reserve fund funding substitute as permitted by Section 7.05(D) of the Bond Resolution; such funding substitute to be purchased, at the discretion of the Chief Financial Officer, with proceeds of the Series 2026 Bonds or with available monies of the University.

(B) The provisions of Sections 5.04 (C) through (G) below shall govern in the event it is determined, pursuant to Paragraph (A) above and Section 3.09 hereof, to purchase a debt service reserve fund funding instrument contemplated by Section 7.05(D) of the Bond Resolution to satisfy the Series 2026 Reserve Requirement, either in whole or in part.

(C) In the event the Series 2026 Debt Service Reserve Fund is funded with both moneys and a surety bond, letter of credit, line of credit, insurance policy or similar instrument, any withdrawals from such Series 2026 Debt Service Reserve Fund pursuant to the provisions of this Series Resolution shall be made first from such moneys (or the liquidation of investments made therewith) and second from such surety bond, letter of credit, line of credit, insurance policy or similar instrument. The surety bond, letter of credit, line of credit, insurance policy or similar instrument shall be payable (upon the giving of notice as required thereunder) on any Bond Payment Date on which moneys will be required to be withdrawn from such Series 2026 Debt Service Reserve Fund and applied to the payment of the principal of or interest on the Series 2026 Bonds and such payments cannot be made by amounts credited to the Series 2026 Debt Service Fund.

(D) The provider of any such surety bond or insurance policy shall be an insurer whose insurance policies or guarantees insuring the payment of the principal of and interest on municipal bond issues results in such issues being rated at the Date of Issue in one of the two highest rating categories by any two of S&P or Moody's or Fitch or their respective successors. The surety bond or insurance policy, or similar instrument, must extend for the life of the Series 2026 Bonds and must be unconditional and irrevocable. The provider of a letter of credit, line of credit or similar instrument shall be a bank or trust company, acceptable to the Insurer, if any, and which is rated at the Date of Issue not lower than the second highest rating category by either S&P or Moody's or Fitch or their respective successors, and the letter of credit or line of credit itself shall be rated in the highest category of either of such rating agencies. If a letter of credit or similar instrument is provided under the provisions of this Section, then within 60 days of the expiration date of any said letter of credit or similar instrument, (1) the University shall, after giving written notice to the Trustee, obtain another letter of credit or similar instrument; or (2) the Trustee shall, at the written direction of the University, draw upon the letter of credit or similar instrument, in order to fund the Series 2026 Debt Service Reserve Fund with cash; or (3) the University shall, after giving written notice to the Trustee, fully fund the Series 2026 Debt Service Reserve Fund with cash. The Trustee shall be entitled to receive such opinions, including legal opinions, certificates and other documentation, as the Trustee shall request, prior to receipt

of such surety bond, insurance policy, letter of credit, line of credit or similar instrument, by the Trustee.

(E) If a disbursement is made pursuant to a surety bond, insurance policy, letter of credit or line of credit provided pursuant to this Section, the University shall be obligated either (a) to reinstate the maximum limits of such instrument, or (b) to deposit into the Series 2026 Debt Service Reserve Fund, cash in the amount of the disbursement made under any such instrument, or a combination of such alternatives, as shall provide that the amount credited equals the Series 2026 Reserve Requirement within a time period not longer than one year following the date of such disbursement.

(F) If the provider of a letter of credit, line of credit or similar instrument on deposit in the Series 2026 Debt Service Reserve Fund shall cease to have a rating described in paragraph (D) above, the University shall either (i) replace such letter of credit or line of credit or similar instrument with one issued by a provider having a rating so described within 90 days and shall pay, or commit to pay, any increased fees, expenses or interest in connection with such replacement, or (ii) shall deposit Gross Revenues, in the priority established by Article VIII of the Bond Resolution, in the Series 2026 Debt Service Reserve Fund in two equal semi-annual payments that will, at the end of one year, equal the Series 2026 Reserve Requirement.

(G) In the event the Series 2026 Debt Service Reserve Fund is funded with both moneys and a surety bond, insurance policy, letter of credit or line of credit or similar instrument, as the latter are contemplated herein and by Section 7.05(D) of the Bond Resolution, any available revenues to replenish the Series 2026 Debt Service Reserve Fund shall be used, first, to reimburse the provider of such surety bond, insurance policy, letter of credit or line of credit or similar instrument for any amounts advanced, and, second, to replenish said moneys.

* * *

ARTICLE VI

DISPOSITION OF PROCEEDS

Section 6.01 Disposition of Proceeds of Series 2026 Bonds.

(A) Upon the delivery of the Series 2026 Bonds, the net proceeds thereof shall be applied as follows:

(1) the amount determined necessary by the Chief Financial Officer to defray or reimburse Project costs shall be deposited in the Series 2026 Construction Fund;

(2) if a Municipal Bond Insurance Policy is to be purchased, as determined pursuant to Section 5.04 hereof, the amount payable as premium for purchase of the same shall be paid to the Insurer;

(3) for deposit in the Series 2026 Debt Service Reserve Fund, in the event such sums are required and borrowed (as provided in Section 5.04 hereof), so much as shall be required to fully fund such fund at the Series 2026 Reserve Requirement;

(4) the amount determined necessary by the Chief Financial Officer to defray capitalized interest shall be deposited to the Series 2026 Debt Service Fund and credited to the Capitalized Interest Account created pursuant to Section 5.03;

(5) the amount necessary to pay the principal of and interest on any Series 2026 Notes, whether at maturity or early redemption, shall be applied to such purpose; and

(6) all remaining amounts shall be deposited to the Series 2026 Costs of Issuance Fund to defray the costs of issuance of the Series 2026 Bonds, including costs of credit enhancement therefor, if any.

(B) Neither the purchaser of the Series 2026 Bonds nor any Holder of the Series 2026 Bonds shall be liable for the proper application of the proceeds of the Series 2026 Bonds.

(C) Should any financing expenses, such as the premium for any Municipal Bond Insurance Policy, require direct payment from the purchaser of the Series 2026 Bonds, such payment may be made directly and netted out of the proceeds to be deposited as set forth above, upon approval of the Chief Financial Officer and the State Treasurer.

* * *

ARTICLE VII

SALE OF THE SERIES 2026 BONDS

Section 7.01 Manner of Sale.

(A) The Series 2026 Bonds may be sold at public or private sale, including a negotiated sale for public reoffering or private placement, on such terms as the Chief Financial Officer and the State Treasurer shall determine to be in the best interest of the University.

(B) If sold pursuant to a public sale, the Series 2026 Bonds shall be advertised by publication of a notice, which may be abbreviated from the Official Notice of Sale, in a financial journal published in the City of New York, New York. The Official Notice of Sale shall be in the form determined by the Chief Financial Officer and the State Treasurer. If sold pursuant to a public sale, the Chief Financial Officer and the State Treasurer are hereby authorized and empowered to award the sale of the Series 2026 Bonds in accordance with the provisions of this Article to the bidder submitting the bid most advantageous to the University. The Chief Financial Officer and the State Treasurer will apply their discretion in determining the bid most advantageous to the University.

(C) If the Series 2026 Bonds are to be sold pursuant to negotiation, such Series 2026 Bonds shall be sold to either (i) a financial institution or (ii) a financial underwriter or underwriters selected by the Chief Financial Officer and the State Treasurer. If sold to an underwriter for public reoffering, any bond purchase agreement shall be approved by the Chief Financial Officer and the State Treasurer, and executed on behalf of the University by the Chief Financial Officer, upon advice of Bond Counsel.

Section 7.02 Distribution of Official Statement.

If sold pursuant to a public sale or a private sale for public reoffering, the Chief Financial Officer is hereby authorized to cause to be prepared a Preliminary Official Statement with respect to the offering and sale of the Series 2026 Bonds and, subsequent to the sale of the Series 2026 Bonds, a final Official Statement. The Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement final pursuant to United States Securities and Exchange Commission Rule 15c2-12.

* * *

ARTICLE VIII

CONTINUING DISCLOSURE

Section 8.01 Continuing Disclosure.

(A) Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended ("***Section 11-1-85***"), the University will file with a central repository for availability in the secondary bond market when requested:

(1) An annual independent audit, within 30 days of the University's receipt of the audit; and

(2) Event specific information within thirty days of an event adversely affecting more than five percent of the Gross Revenues plus Additional Funds of the University.

The only remedy for failure by the University to comply with the covenant in the above paragraph shall be an action for specific performance of such covenant. The University specifically reserves the right to amend or delete such covenant to reflect any change in or repeal of Section 11-1-85, without the consent of any Bondholder.

(B) In addition, if the Series 2026 Bonds are sold using an Official Statement such that the execution of a Continuing Disclosure Undertaking is necessary in connection with the issuance of Series 2026 Bonds, the University hereby authorizes the execution and delivery by the Chief Financial Officer, if he determines necessary in his sole discretion, of a Continuing Disclosure Undertaking, in substantially the form attached hereto as Exhibit B. If not sold pursuant to an Official Statement, the Chief Financial Officer is authorized to agree with the purchaser of Series 2026 Bonds to provide ongoing information about the University in connection with the issuance of Series 2026 Bonds.

(C) Notwithstanding any other provision of this Series Resolution, failure of the University to comply with a Continuing Disclosure Undertaking or other disclosure covenant or agreement shall not be considered an event of default under the Bond Resolution or this Series Resolution, and no liability for damages shall attach therefor. The sole remedy for such failure to comply shall be that any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the University to comply with its obligations under this paragraph.

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ARTICLE IX

SERIES 2026 NOTES

Section 9.01 Authority to Issue Series 2026 Notes; Board of Trustees Approval of Amount.

If the Chief Financial Officer and the State Treasurer should determine that issuance of Series 2026 Notes, in one or more series, pursuant to the Note Enabling Act would be in the best interest of the University, the Chief Financial Officer and the State Treasurer are hereby further requested and authorized to effect the issuance of Series 2026 Notes pursuant to the Note Enabling Act. If Series 2026 Notes are issued and if, upon the maturity thereof the Chief Financial Officer and the State Treasurer should determine that renewal or refunding Series 2026 Notes would be in the best interest of the University, they are authorized to continue the issuance of Series 2026 Notes until the Chief Financial Officer and the State Treasurer determine to issue Series 2026 Bonds on the basis as aforesaid, and such Series 2026 Bonds are issued. The aggregate stated principal amount of all Series 2026 Notes outstanding from time to time shall not exceed $55,500,000.

The proceeds of any Series 2026 Notes issued hereunder shall be applied for the purpose for which proceeds of the Series 2026 Bonds may be applied, to provide for the renewal or refunding of any Series 2026 Notes, or to provide for the costs of issuance thereof, or any combination thereof.

Section 9.02 Details of Series 2026 Notes.

Subject to changes in terms required for any particular issue of Series 2026 Notes, the Series 2026 Notes and additional series of Notes, if any, shall be subject to the following particulars:

(A) The Series 2026 Notes shall be dated and bear interest either from the Date of Issue, or in such manner as shall be determined by the Chief Financial Officer and the State Treasurer; shall be payable upon the stated maturity thereof at the rate or rates determined by the Chief Financial Officer and the State Treasurer determined in the manner prescribed by Sections 9.02(C) or 9.02(D) below on the basis of a 360-day year of twelve 30-day months or any other interest rate convention as determined by the Chief Financial Officer and the State Treasurer; and shall mature on such date, not to exceed one year from the Date of Issue thereof. The Series 2026 Notes may be issued as draw down obligations, in which event interest shall accrue and be payable thereon based on the dates of and principal amounts advanced.

(B) The Series 2026 Notes shall be numbered from R-1 upwards for each issue and shall be in the denomination of $1,000 or any integral multiple thereof requested by the purchaser thereof or as may be specified by the Chief Financial Officer and the State Treasurer. The Chief Financial Officer and the State Treasurer shall determine the Paying Agent and Registrar for the Series 2026 Notes prior to the sale thereof. The Series 2026 Notes shall be payable, both as to principal and interest, in legal tender upon maturity, at the Corporate Trust Office of such Paying Agent.

(C) The Series 2026 Notes shall bear such rate or rates of interest as shall at the sale of Series 2026 Notes referred to in Section 9.02(D) hereof be determined by the Chief Financial Officer and the State Treasurer to be in the best interest of the University; provided, however, that:

(i) the interest rate named shall be expressed as 1/1000 of one percent;

(ii) all other restrictions as may be imposed by the State Treasurer and the Chief Financial Officer (including any modifications to Paragraph (1) above that are deemed to be in the best interest of the University) prior to the sale of the Series 2026 Notes shall apply; and

(iii) no rate of interest shall exceed 6% per annum.

(D) (i) The Series 2026 Notes may be sold at public or negotiated sale, on such terms as the Chief Financial Officer and the State Treasurer shall determine to be in the best interest of the University. If sold pursuant to a public sale, the Series 2026 Notes shall be advertised by publication of a notice, which may be abbreviated from the Official Notice of Sale, in a financial journal published in the City of New York, New York. The Official Notice of Sale as a part of any such public sale shall be in substantially the form used by the University with respect to its other issues of revenue bonds.

(ii) The Chief Financial Officer is hereby authorized to cause to be prepared a Preliminary Official Statement with respect to the offering and sale of the Series 2026 Notes and, subsequent to the sale of the Series 2026 Notes, a final Official Statement. The Chief Financial Officer is hereby authorized to deem final the Preliminary Official Statement pursuant to United States Securities and Exchange Commission Rule 15c2-12.

(iii) If sold pursuant to a public sale, the Chief Financial Officer and the State Treasurer are hereby authorized and empowered to award the sale of the Series 2026 Notes in accordance with the provisions of this Article to the bidder submitting the bid most advantageous to the University. The Chief Financial Officer and the State Treasurer will apply their discretion in determining the bid most advantageous to the University.

(E) The Series 2026 Notes shall be in substantially the form attached hereto as Exhibit C, provided, however, that such form may be substantially revised upon advice of Bond Counsel to achieve the objectives of the University as determined by the Chief Financial Officer and the State Treasurer, including any modification to accommodate a draw-down structure. The Series 2026 Notes shall state on their face that they are issued in anticipation of the issuance of the Series 2026 Bonds and are payable, both as to principal and interest, from the proceeds thereof.

(F) The Series 2026 Notes shall be issued in fully registered form or a book-entry eligible form as specified by the Chief Financial Officer and the State Treasurer, who may permit the purchaser to make such determination.

(G) In the event any Series 2026 Note is mutilated, lost, stolen or destroyed, the University may execute a new Series 2026 Note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2026 Notes, such mutilated Series 2026 Note shall first be surrendered to the University or to its designated agent, and in the case of any lost, stolen or destroyed Series 2026 Note, there shall be first furnished to the University or its agent evidence of such loss, theft or destruction satisfactory to the University or its agent, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such Series 2026 Note shall have matured, instead of issuing a duplicate Series 2026 Note, the University may pay the same without surrender thereof. The University or its agent may charge the holder of such Series 2026 Note with its reasonable fees and expenses in this connection.

(H) Any Series 2026 Note issued in fully registered form shall be transferable only upon the books of registry of the University, which shall be kept for that purpose at the office of the registrar (the "***Note Registrar***"), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Note Registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any Series 2026 Note, the Note Registrar shall issue, subject to the provisions of Paragraph (I) below, in the name of the transferee, a new Series 2026 Note or Series 2026 Notes of the same aggregate principal amount as the unpaid principal amount of the surrendered Series 2026 Note or Series 2026 Notes. Any holder of a Series 2026 Note in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Series 2026 Note in fully registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any Series 2026 Note in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the University, the Note Registrar shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026 Note to the extent of the sum or sums so paid.

(I) Series 2026 Notes issued in fully registered form, upon surrender thereof at the office of the Note Registrar, with a written instrument of transfer satisfactory to the Note Registrar, duly executed by the holder of the Series 2026 Note or his duly authorized attorney, may, at the option of the holder of the Series 2026 Note, and upon payment by such holder of any charges which the University or the Note Registrar may make as provided in Paragraph (J) below, be exchanged for a principal amount of Series 2026 Notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered Series 2026 Notes.

(J) In all cases in which the privilege of exchanging or transferring Series 2026 Notes in fully registered form is exercised, the University shall execute and deliver Series 2026 Notes in accordance with the provisions hereof. All Series 2026 Notes in fully registered form surrendered in any such exchanges or transfers shall forthwith be cancelled by the University. There shall be no charge to the holder of such Series 2026 Note for such exchange or transfer of

Series 2026 Notes in fully registered form except that the University and Note Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

(K) The Chief Financial Officer, in his discretion and on advice received, shall determine whether the Series 2026 Notes shall be subject to redemption prior to maturity at the option of the University, including applicable redemption dates and prices. In the event that the University shall elect to redeem Series 2026 Notes, it shall give notice to the Trustee, Note Registrar and Paying Agent of such optional redemption. Such notice shall specify the date fixed for redemption.

Section 9.03 Security for Series 2026 Notes.

For the payment of the Series 2026 Notes, there are hereby pledged the proceeds derived from the sale of the Series 2026 Bonds issued pursuant to this Series Resolution or if such Series 2026 Bonds are not issued prior to the maturity of the Series 2026 Notes, from the sale, issuance and delivery of renewal or refunding Series 2026 Notes. The proceeds of such Series 2026 Bonds, when received by the University, shall be applied first to the payment of principal of and interest on the Series 2026 Notes. The University shall either issue such Series 2026 Bonds and apply the proceeds to the redemption of the Series 2026 Notes or shall provide funds therefor from other sources, including the issuance of renewal or refunding Series 2026 Notes.

* * *

ARTICLE X

TAX COVENANTS

Section 10.01 Compliance with the Code Generally.

The Board of Trustees hereby represents and covenants that it will comply with all requirements of the Code, and that they will not take any action which will, or fail to take any action (including, without limitation, filing the required information report with the Internal Revenue Service) which failure will, cause interest on the Series 2026 Bonds or Series 2026 Notes to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code. Without limiting the generality of the foregoing, the Board of Trustees represents and covenants that:

(A) All property financed or refinanced by the net proceeds of the Series 2026 Bonds or the Series 2026 Notes will be owned by the University in accordance with the rules governing the ownership of property for federal income tax purposes.

(B) The Board of Trustees shall not permit the proceeds of a Series of the Series 2026 Bonds, the Series 2026 Notes or any Facilities financed with the proceeds of the Series 2026 Bonds or the Series 2026 Notes to be used in any manner that would result in (a) 10% or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) 5% or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(C) The University is not and will not become a party to any contracts with any person for the use or management of any facility financed or refinanced with the proceeds of the Series 2026 Bonds or the Series 2026 Notes that do not conform to the guidelines set forth in Revenue Procedure 2017-13 (or the successor provisions of any subsequent official guidance).

(D) The University will not sell or lease the Project or any leasehold interest in the Project site, or any property the acquisition of which was funded in whole or in part, with proceeds from the sale of the Series 2026 Bonds or the Series 2026 Notes to any person unless it obtains the opinion of Bond Counsel that such lease or sale will not affect the tax exemption of the Series 2026 Bonds or the Series 2026 Notes.

(E) The Series 2026 Bonds or the Series 2026 Notes will not be federally guaranteed within the meaning of Section 149(b) of the Code. The University shall not enter into any leases or sales or service contracts with any federal government agency and will not enter into any such leases or contracts unless it obtains the opinion of Bond Counsel that such action will not affect the tax exemption of the Series 2026 Bonds or the Series 2026 Notes.

Section 10.02 Rebate.

(A) In addition to the covenants contained in Section 10.01 hereof, the Board of Trustees covenants that it will comply with the provisions of Section 148(f) of the Code pertaining to the rebate of certain investment earnings on the proceeds of the Series 2026 Bonds or the Series 2026 Notes to the United States government. In this connection, the Board of Trustees covenants to compute, on or before the dates required of them in Section 148(f) of the Code, the rebatable amounts, if any, pertaining to the Series 2026 Bonds or the Series 2026 Notes and to establish a Rebate Fund pursuant to the tax certificate referred to in Paragraph (B) of this Section wherein shall be deposited in a timely fashion all amounts required under said Section 148(f) with respect to the Series 2026 Bonds or the Series 2026 Notes and to pay to the United States government from the Rebate Fund in the manner and the amounts prescribed in Section 148(f) of the Code.

(B) In order to comply with the requirements of Paragraph (A) of this Section, the Board of Trustees further agrees to execute a tax certificate on or before the delivery of a Series of the Series 2026 Bonds or the Series 2026 Notes pursuant to which the Rebate Fund will be established, and from which Rebate Fund the University will pay the necessary amounts to the United States government.

(C) Notwithstanding anything in this Section to the contrary, the University will not be obligated to comply with any or all of the provisions set forth above in this Section if the University and the Trustee shall receive a written opinion of Bond Counsel to the effect that such non-compliance will not adversely affect the federal tax-exempt status of the Series 2026 Bonds or the Series 2026 Notes.

(D) Notwithstanding the prior provisions of this Section, the Chief Financial Officer, if applicable, is hereby authorized to make the necessary findings and elections to enable the University to proceed under the spending exceptions contained in Section 148(f)(4)(C) of the Code and Section 1.148-7 of the regulations promulgated under the Code, should he determine in his discretion the same to be in the best interests of the University.

Section 10.03 Reimbursement Declaration.

The University hereby declares its intention to reimburse itself for a portion of the costs of the Project with the proceeds of Series 2026 Bonds. To that end, the Board of Trustees determines and declares as follows:

(a) no funds from any sources other than the Series 2026 Bonds are or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the University pursuant to the budget or financial policies of the University for the financing of the portion of the costs of acquisition, construction, and equipping of the Project to be funded with the Series 2026 Bonds;

(b) the University reasonably expects that all or a portion of the expenditures incurred for the Project and the issuance of the Series 2026 Bonds will be paid prior to the issuance of the Series 2026 Bonds;

(c) the University intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the Project prior to the issuance of the Series 2026 Bonds from the proceeds of the Series 2026 Bonds, and such intention is consistent with the budgetary and financial circumstances of the University;

(d) all of the costs to be paid or reimbursed from the proceeds of the Series 2026 Bonds will be for costs incurred in connection with the issuance of the Series 2026 Bonds, or will, at the time of payment thereof, be properly chargeable to the capital account of the Project (or would be so chargeable with a proper election) under general federal income tax principles; and

(e) this Series Resolution shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

Section 10.04 Taxable Series.

In accordance with Section 4.19 of the Bond Resolution, the Chief Financial Officer is hereby authorized to designate any Series of the Series 2026 Bonds as a Taxable Series. In such event, the above Sections 10.01 and 10.02 shall not apply to such Taxable Series.

* * *

ARTICLE XI

MISCELLANEOUS

Section 11.01 Combining of Series 2026 Bonds and Previously Authorized Bonds.

Notwithstanding anything contained in this Series Resolution to the contrary, if so determined by the Chief Financial Officer and the State Treasurer, in their discretion and upon the determination that it would be in the best interest of the University, the Series 2026 Bonds may be combined with any other Bonds of the University for sale. If the Chief Financial Officer and the State Treasurer deem it prudent, Series 2026 Bonds may be sold with other Bonds as a single Series of Bonds.

Section 11.02 Severability.

If any one or more of the covenants or agreements provided in this Series Resolution on the part of the Board of Trustees, the Chief Financial Officer, the University, the State Treasurer, the Trustee, the Paying Agent or the Registrar to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Series Resolution.

Section 11.03 Table of Contents and Section Headings Not Controlling.

The Table of Contents and the Headings of the several Articles and Sections of this Series Resolution have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Series Resolution.

Section 11.04 Repealing Clauses.

All resolutions, or parts thereof, inconsistent herewith, be and the same are hereby rescinded and repealed to the extent of such inconsistencies.

Section 11.05 Series 2026 Bonds Issued as Multiple Series.

In the event Series 2026 Bonds are sold in more than one Series, separate funds and accounts shall be created and maintained for each Series of Series 2026 Bonds and appropriate numeric or alphanumeric designations shall be established so as to appropriately account for the funds established pursuant to Articles V and VI hereof, as contemplated by Article VII of the Bond Resolution. Notwithstanding anything in the Series Resolution to the contrary, in the event that Series 2026 Bonds are sold in more than one Series, all references in this Series Resolution to Series 2026 Bonds shall, as the context may require, be read as referring to the applicable Series of Series 2026 Bonds.

* * *

DONE IN MEETING DULY ASSEMBLED this 30th day of April 2026.

WINTHROP UNIVERSITY

(SEAL)

Chairman, Board of Trustees

Attest:

Secretary, Board of Trustees

EXHIBIT A

(FORM OF BOND)

WINTHROP UNIVERSITY
HIGHER EDUCATION REVENUE BOND
SERIES 2026

No. _____

Interest Rate	Maturity Date	Original Issue Date	CUSIP

Registered Holder:

Principal Amount: _____ DOLLARS ($_____)

WINTHROP UNIVERSITY (the "***University***"), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above, or registered assigns, the Principal Amount stated above, on the Maturity Date set forth above, unless this bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at the Corporate Trust Office of _____ in the City of _____, State of _____ (the "***Paying Agent***"), and to pay interest on such principal sum at the Interest Rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the obligation of the University with respect to the payment of such principal sum shall be discharged.

This bond bears interest from the _____ 1 or the _____ 1 to which interest has been paid next preceding the authentication date hereof, unless the authentication date hereof is a _____ 1 or a _____ 1, in which event this bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided that if the authentication date hereof precedes _____ 1, 20__, or if the University shall fail to pay interest on _____ 1, 20__, then this bond will bear interest from _____ 1, 20__. Interest on this bond is payable on _____ 1 and _____ 1 of each year beginning _____ 1, 20__. The interest so payable on any _____ 1 or _____ 1 will be paid to the person in whose name this bond is registered at the close of business on the 15th day of the _____ or _____ as the case may be next preceding such _____ 1 or _____ 1. [A schedule of payments of principal and interest on this bond is included as Schedule I hereto.]

Interest hereon is payable by check or draft mailed at the times provided herein from the Corporate Trust Office of the Paying Agent to the person in whose name this bond is registered on the Record Date at the address shown on the registration books kept by _____, in the City of _____, State of _____ (the

"***Registrar***"). The principal of, redemption premium, if any, and interest on this bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This bond is one of an issue of Bonds in the aggregate principal amount of _____ Dollars ($_____) (the "***Series 2026 Bonds***") of like tenor, except as to numbering, rate of interest, date of maturity and redemption provisions, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina (the "***State***"), and Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as the same may be further amended from time to time (collectively, the "***Enabling Act***"), and a resolution entitled "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF WINTHROP UNIVERSITY HIGHER EDUCATION REVENUE BONDS AND OTHER MATTERS RELATING THERETO," duly adopted by The Trustees of Winthrop University (the "***Board of Trustees***") on December 17, 2024 (the "***Bond Resolution***"), and a resolution entitled "A SERIES RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE BONDS OF WINTHROP UNIVERSITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $55,500,000; AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE BONDS; AND OTHER MATTERS RELATING THERETO" duly adopted by the Board of Trustees on April 30, 2026 (the "***Series 2026 Resolution***," and together with the Bond Resolution, the "***Resolution***"), for the purpose of (1) reimbursing the University for capital expenditures previously made in connection with, and paying the costs of, the Project (as defined in the Series 2026 Resolution), including capitalized interest on the Series 2026 Bonds, if any; (2) paying certain costs and expenses related to the issuance of the Series 2026 Bonds, including any credit enhancement therefor, if any; (3) paying the principal of and interest on any Series 2026 Notes whether at maturity or early redemption; and (4) providing for the Series 2026 Reserve Requirement (as defined in the Series 2026 Resolution), if any.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Resolution. Certified copies of the Resolution are on file at the Corporate Trust Office of the Paying Agent and at the office of the Secretary of State of the State of South Carolina.

So long as Cede & Co., as nominee of The Depository Trust Company, is the Registered Holder of the Bonds, references in this Bond to the Bondholders or Registered Holders of the Bonds shall mean Cede & Co. and shall not mean the beneficial owners.

Both the principal of and interest on this bond, as the same shall become due, are payable solely from and are secured by a pledge of the Net Revenues and Additional Funds. Such pledge of Net Revenues and Additional Funds is on a parity in all respects with each pledge previously given by the University to secure certain outstanding bonds issued pursuant to the Bond Resolution (the "***Outstanding Bonds***"). The Bond Resolution authorizes the issuance of additional bonds ("***Additional Bonds***") on a parity with the Series 2026 Bonds and the Outstanding Bonds which, when issued in accordance with the provisions of the Bond Resolution, will rank equally and be on a parity therewith (the Series 2026 Bonds, the

Outstanding Bonds, and any Additional Bonds, collectively, the "***Bonds***"). In addition, upon certain circumstances prescribed in the Bond Resolution, the University has issued, and may hereafter issue, additional obligations secured by any of the Additional Funds, which pledge may be on a parity with the pledge of Additional Funds given to secure the Bonds.

THIS BOND SHALL NOT IN ANY EVENT CONSTITUTE AN INDEBTEDNESS OF THE STATE WITHIN THE MEANING OF ANY PROVISION, LIMITATION OR RESTRICTION OF THE CONSTITUTION OR STATUTES OF THE STATE. THE FAITH AND CREDIT OF THE STATE ARE NOT PLEDGED FOR THE PAYMENT OF PRINCIPAL OR INTEREST ON THE SERIES 2026 BONDS. THE UNIVERSITY IS NOT OBLIGATED TO PAY THIS BOND, OR THE INTEREST HEREON, SAVE AND EXCEPT FROM NET REVENUES AND ADDITIONAL FUNDS.

No member of the Board of Trustees, nor any person required by the provisions of the Resolution to sign the Bonds, shall be liable thereon.

The University has covenanted in the Bond Resolution to prescribe and maintain rates and charges and thereafter collect charges in accordance with such rates for the Facilities or the use thereof which are reasonably expected to yield annual Net Revenues in the current Fiscal Year which, together with any Subsidies for operation of the Facilities or debt service of the Bonds which are otherwise excluded from the definition of "Net Revenues", equal to at least 100% of the Combined Annual Principal and Interest Requirement for all Bonds Outstanding in such Fiscal Year and, promptly upon any material change in the circumstances which were contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each Fiscal Year, shall review the rates and charges for such use and shall promptly revise such rates and charges as necessary to comply with the foregoing requirement. For each Fiscal Year, the Board of Trustees shall adopt an Annual Budget including amended rate schedules for such Fiscal Year which shall set forth in reasonable detail the estimated revenues and operating expenses of the Facilities and any Subsidies for each Fiscal Year and which shall include appropriations, if any, for the estimated operating expenses of the Facilities for such period and the amount to be deposited during such Fiscal Year in the Maintenance Reserve Fund. The Board of Trustees may at any time adopt an amended Annual Budget for the remainder of the then current Fiscal Year, or may delegate to the Chief Financial Officer the authority to revise rates and charges as may be necessary, in such a manner as may be consistent with State law.

The Series 2026 Bonds are issuable only as fully registered bonds without coupons in denominations of $5,000 or any multiple thereof not exceeding the principal amount of the Bonds maturing in each year.

This bond is transferable, at the times and as otherwise provided in the Resolution, only upon the registration books kept for that purpose at the office of the Registrar by the Holder in person or by his duly authorized attorney, upon (i) surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney and (ii) payment of the charges, if any, prescribed in the Resolution. Thereupon a new fully registered Series 2026 Bond or Series 2026 Bonds of like maturity,

interest rate, and redemption provisions and in a like aggregate principal amount will be issued to the transferee in exchange therefor as provided in the Resolution. The University and the Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of the Series 2026 Bonds, the University, the Paying Agent and the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

The Series 2026 Bonds are not callable for redemption prior to _____ 1, ____.

The Series 2026 Bonds maturing after _____ 1, ____ may be redeemed prior to their respective maturities at the option of the University on and after _____ 1, ____, in whole or in part at any time at the following redemption prices (expressed as percentages of the principal amount to be redeemed) plus interest accrued to the date fixed for redemption:

Period During Which Redeemed (both Dates Inclusive)	Redemption Price

The Series 2026 Bonds maturing in the year ___ are subject to mandatory redemption in part (to be selected by lot by the Registrar in the manner provided in the Resolution), at the principal amount thereof plus interest accrued to the redemption date, on the dates and in the principal amounts set forth below:

_____ 1 of the Year	Requirement	_____ 1 of the Year	Requirement

*Final Maturity

The amount of the mandatory sinking fund redemptions prescribed above shall be reduced to the extent Series 2026 Bonds of the applicable maturity have been purchased by the University or redeemed by the University pursuant to the optional redemption provisions set forth above, in such manner as the University shall direct, or, absent such direction, on a pro rata basis.

If less than all of the Series 2026 Bonds are to be redeemed, the particular Series 2026 Bonds or portions of Series 2026 Bonds to be redeemed will be selected by the Trustee. Series

2026 Bonds in denomination of more than $5,000 may be redeemed in part from time to time in one or more units of $5,000 in the manner provided in the Resolution.

If any of the Series 2026 Bonds, or portions thereof, are called for redemption, the Registrar will give notice to the Holders of any such Series 2026 Bonds to be redeemed, in the name of the University, of the redemption of such Series 2026 Bonds, or portions thereof, which notice will specify the Series 2026 Bonds and maturities to be redeemed, the redemption date, the redemption price and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 2026 Bonds are to be redeemed, the numbers of such Series 2026 Bonds so to be redeemed, and, in the case of Series 2026 Bonds to be redeemed in part only, such notice will also specify the respective portions of the principal amount thereof to be redeemed. Such notice will be given by mailing a copy of the redemption notice by first class mail at least 30 days but no more than 60 days prior to the date fixed for redemption to any Paying Agent or Agents and the Holder of each Series 2026 Bond to be redeemed, at the address shown on the registration books; provided, however, that failure to give such notice by mail, or any defect in the notice mailed to the Holder of any Series 2026 Bond, shall not affect the validity of the proceedings for the redemption of any other Series 2026 Bond. Provided funds for their redemption are on deposit with the Trustee or any Paying Agent, all Series 2026 Bonds so called for redemption will cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding. Such notice may be conditional upon any event or occurrence set forth in such notice, and the obligation of the Registrar to provide the notice of redemption shall not be conditioned on the prior deposit of the amount due at the redemption date.

[This bond is being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each date on which Series 2026 Bonds are stated to mature is being issued and is required to be deposited with the Depository (as defined in the Bond Resolution) and immobilized in its custody. The book-entry system will evidence positions held in this bond by the Depository's Participants (as described in the 2026 Series Resolution), beneficial ownership of the Series 2026 Bonds in the principal amount of $5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Depository and its Participants pursuant to rules and procedures established by the Depository and its Participants.]

This bond and the interest hereon are exempt from all State, county, municipal, school taxes and franchise and license fees and all other taxes or assessments, except estate or transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State to exist, be performed or happen precedent to or in the issuance of this bond, exist, have been performed and have happened, that the amount of this bond, together with all other indebtedness of the University, does not exceed any limit prescribed by such Constitution or laws.

This bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

IN WITNESS WHEREOF, the University has caused this bond to be signed by the manual or facsimile signature of the Chairman of the Board of Trustees, its corporate seal to be impressed hereon, and the same to be attested by the manual signature of the Secretary of the Board of Trustees.

WINTHROP UNIVERSITY

(SEAL)

_____
Chairman, Board of Trustees

_____
Chief Financial Officer

Attest:

_____
Secretary, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2026 Bonds of the issue described in the within mentioned Resolution.

_____
REGISTRAR

By: _____
Authorized Officer

Authentication Date: _____

PROVISIONS FOR REGISTRATION

The following abbreviations, when used in the inscription on the face of the within Series 2026 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM -as tenants in common	UNIF GIFT MIN ACT - _____Custodian_____
TEN ENT -as tenants by the entireties	(Cust) (Minor) under Uniform Gifts to Minors Act
JT TEN -as joint tenants with right of survivorship and not as tenants in common	_____ (State)

Additional abbreviations may also be used though not in list above.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____
(Please print or typewrite Name, Social Security or Taxpayer Identification Number and address of Transferee)

the within Series 2026 Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Series 2026 Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guarantee:

_____	_____
Signature(s) must be guaranteed by a member firm of the New York stock Exchange or a commercial bank or trust company	NOTICE: The signature to this assignment must correspond with the name of the registered holder as it appear upon the face of the within Series 2026 Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "***Disclosure Undertaking***") is executed and delivered this __ day of _____ by Winthrop University (the "***Issuer***") in connection with the issuance of the Issuer's $_____ Higher Education Revenue Bonds, Series 2026 (the "***Series 2026 Bonds***"). The Series 2026 Bonds are being issued pursuant to a Bond Resolution adopted by The Trustees of Winthrop University (the "***Board of Trustees***"), the governing body of the Issuer on December 17, 2024 (the "***Bond Resolution***"), and a resolution adopted by the Board of Trustees on April 30, 2026 (the "***Series 2026 Resolution***" and, together with the Bond Resolution, as amended and supplemented, the "***Resolution***"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the Issuer for the benefit of the holders and Beneficial Owners of the Series 2026 Bonds and in order to assist the Participating Underwriters in complying with the U.S. Securities and Exchange Commission (the "***SEC***") Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Bond Resolution or elsewhere in this Disclosure Undertaking, which apply to any capitalized terms used in this Disclosure Undertaking, the following capitalized terms shall have the following meanings:

"***Annual Report***" means the annual report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

"***Beneficial Owner***" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 Bonds (including persons holding Series 2026 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2026 Bonds for federal income tax purposes.

"***Dissemination Agent***" means any person designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"***EMMA***" means the Electronic Municipal Market Access system described in SEC Release No. 34-59062 (or any successor electronic information system) and maintained by MSRB as the sole repository for the central filing of electronic disclosure pursuant to the Rule.

"***Financial Obligation***" as used in this Disclosure Undertaking is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"***Listed Events***" means any of the events listed in Section 5(a) of this Disclosure Undertaking.

"***MSRB***" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Unless otherwise designated by MSRB or the SEC, filings with the MSRB are to be made through EMMA.

"***Official Statement***" means the Official Statement dated _____ __, ____, prepared in connection with the Series 2026 Bonds.

"***Participating Underwriter***" means any of the original underwriters of the Series 2026 Bonds required to comply with the Rule in connection with the offering of the Series 2026 Bonds.

"***Rule***" means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"***State***" means the State of South Carolina.

Section 3. Provision of Annual Reports. (a) The Issuer shall, not later than **February 1** of each year, commencing with the report for the fiscal year ended June 30, ____, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than 15 business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent, if other than the Issuer. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Undertaking; provided, however, that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report, and later than the date required for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a) hereof.

(b) The Annual Report shall be submitted to the MSRB either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by the MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

(c) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a) above, the Issuer shall, in a timely manner, send or cause to be sent to the MSRB, a notice in substantially the form attached hereto as Exhibit A.

(d) In the event that there is a Dissemination Agent, then not later than fifteen (15) business days prior to each due date, the Issuer shall provide the Annual Report to the

Dissemination Agent for distribution to the MSRB. In connection with this distribution of the Annual Report, the Dissemination Agent, if any, shall file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, and stating the date it was provided to the MSRB.

Section 4. Contents of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) The Issuer's complete audited financial statements for the preceding fiscal year prepared in accordance with accounting principles generally accepted within the United States of America as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available;

(b) Updates of the financial information and operating data as of a date not earlier than the end of the preceding fiscal year for the type of information included under the headings in the Official Statement:

[INSERT RELEVANT SECTIONS]

The Annual Report may consist of one or more documents. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been made available to the public on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events. (a) The Issuer shall give or cause to be given notice of the occurrence of any of the following events with respect to the Series 2026 Bonds in a timely manner not later than ten business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Series 2026 Bonds, or other material events affecting the tax status of the Series 2026 Bonds;

(vii) modifications to rights of security holders, if material;

(viii) Bond calls, if material and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Series 2026 Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of any obligated person, which event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person;

(xiii) the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of trustee, if material;

(xv) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the obligated person, any of which reflect financial difficulties.

Section 6. Format for Filing With the MSRB. All documents provided to the MSRB pursuant to this Disclosure Undertaking shall be submitted in electronic format and shall identify the Series 2026 Bonds by name and CUSIP number or shall be accompanied by such identifying information as described from time to time by the MSRB.

Section 7. Termination of Reporting Obligation. This Disclosure Undertaking shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the Series 2026 Bonds shall have been paid in full or the Series 2026 Bonds shall have otherwise been paid or legally defeased; provided, however, that if the Rule (or any successor provision) shall be amended, modified, or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and provided further that if and to the extent the Rule (or any successor provision), or any provision thereof, shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Series 2026 Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of the Rule so declared, shall no longer be required to be provided hereunder. Upon any legal defeasance, the Issuer shall electronically file notice of such defeasance with the MSRB, and such notice shall state whether the Series 2026 Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist in its carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Undertaking.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the Issuer may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements or change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2026 Bonds, or the type of business conducted;

(b) This Disclosure Undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2026 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Series 2026 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change

shall be given by filing with the MSRB and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the Issuer shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

Section 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Undertaking, any holder or Beneficial Owner of the Series 2026 Bonds may take such actions as may be necessary and appropriate, including seeking *mandamus* or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Undertaking; provided, however, that any such action may be instituted only in the federal or State courts located in Columbia, South Carolina. A default under this Disclosure Undertaking shall not be deemed an event of default under the Bond Resolution, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Issuer to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and in any separate written agreement between the Issuer and the Dissemination Agent.

Section 13. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Series 2026 Bonds, and shall create no rights in any other person or entity. This Disclosure Undertaking is not intended to create any monetary rights on behalf of any person.

WINTHROP UNIVERSITY

By: _____
Its: _____

EXHIBIT A

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL REPORT

Issuer: Winthrop University

Obligations: $_____ Higher Education Revenue Bonds, Series 2026 (the "Series 2026 Bonds")

Date of Issuance: _____ __, ____

CUSIP(s):

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Series 2026 Bonds as required by the Bond Resolution adopted on _____ __, ____. The Issuer anticipates that the Annual Report will be filed by_____.

WINTHROP UNIVERSITY

By: _____
Its: _____

Date: _____, _____

EXHIBIT C

[FORM OF NOTE]

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
WINTHROP UNIVERSITY
HIGHER EDUCATION REVENUE
BOND ANTICIPATION NOTE
SERIES 2026

No. _____ CUSIP_____

REGISTERED HOLDER:_____

PRINCIPAL SUM: _____ $_____

KNOW ALL MEN BY THESE PRESENTS, that **WINTHROP UNIVERSITY**, an institution of higher learning of the State of South Carolina (the "***University***"), for value received promises to pay, but only from the sources as hereinafter described, to the Registered Holder named above the principal sum of _____ and No/100 Dollars [or so much of such sum as is advanced] on _____ __, 20__, [unless sooner redeemed as provided for herein,] together with interest [on such principal sum or so much thereof as is advanced][from the date hereof][from the date of each such advance] at the rate of _____ and _____/100 per centum (_____%) per annum, [payable (on the basis of a 360-day year consisting of twelve 30-day months) at maturity].

This note, which is one of an issue of $_____ aggregate principal amount of Higher Education Revenue Bond Anticipation Notes, Series 2026, of the University (the "***Series 2026 Notes***"), is being issued pursuant to and in accordance with Article X, Section 13 of the Constitution of the State of South Carolina, 1895, as amended, Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (the "***Note Enabling Act***"), and Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as the same may be further amended from time to time (the "***Bond Enabling Act***"); a resolution entitled "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF WINTHROP UNIVERSITY HIGHER EDUCATION REVENUE BONDS AND OTHER MATTERS RELATING THERETO," duly adopted by the Board of Trustees of the University (the "Board of Trustees") on December 17, 2024 (the "***Bond Resolution***"), and a resolution entitled "A SERIES RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE BONDS OF WINTHROP UNIVERSITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $55,500,000; AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE BONDS; AND OTHER MATTERS RELATING THERETO" duly adopted by the Board of Trustees on April 30, 2026 (the "***Series 2026 Resolution***"), and together with the Bond Resolution, the "***Resolution***"). This note is payable, both as to principal and interest, from the proceeds of the Series 2026 Bonds authorized to be issued under the Resolution, or if said Series 2026 Bonds are

not issued prior to the maturity of this note, from the sale, issuance and delivery of an issue of renewal or refunding bond anticipation notes.

This note has been issued in fully-registered form, and all principal, interest or other amounts due hereunder shall be payable only to the registered owner hereof. The principal of and interest on this note, when due, shall be payable upon presentation and surrender of this note at the principal office of _____, in the City of _____, State of _____, as Paying Agent.

This note may be transferred only upon assignment duly executed by the registered owner and validated by _____, as registrar (the "***Registrar***") by both endorsement upon this note and entry of the assignee's name and address upon the registration records to be maintained by the Registrar. So long as any amount remains outstanding hereunder, there may be only one registered owner of this note at any time. Any purported assignment in contravention of the foregoing requirements shall be, as to the University, absolutely null and void. The person in whose name this note shall be registered shall be deemed and regarded as the absolute owner hereof for all purposes; and payment of the principal of and interest on this note shall be made only to or upon the order of the registered owner or his legal representative. All payments made in this manner shall be valid and effective to satisfy and discharge the liability of the University upon this note to the extent of the sum or sums paid. No person other than the registered owner shall have any other rights under this note against the University. Notwithstanding the foregoing, nothing herein shall limit the rights of a person having a beneficial interest in this note as against a person (including the registered owner) other than the University, as in the case where the registered owner is a trustee or nominee for two or more beneficial owners of an interest in this note.

[Insert redemption feature]

This note is a special obligation of the University and there are hereby pledged to the payment of this note, both principal and interest, when due, the proceeds of the Series 2026 Bonds or if the Series 2026 Bonds are not issued prior to the maturity of the Series 2026 Notes, from the sale, issuance and delivery of an issue of renewal or refunding bond anticipation notes. The University at its option may also utilize any other funds available therefor for the payment of the principal of and interest on this note. The full faith, credit, and taxing power of neither the University nor the State of South Carolina are pledged for the payment of principal of and interest on this note. [The Board of Trustees agree that the University will issue no further bond anticipation notes in anticipation of the issuance of the Series 2026 Bonds.]

This note and the interest hereon are exempt from all state, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, and whether imposed for the purpose of general revenue or otherwise, except estate or other transfer taxes and certain fees or franchise fees or taxes.

This note shall not be entitled to any benefit under the Resolution nor become valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar specified below.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form, and manner; that the amount of this note and the issue of which it is a part does not exceed any constitutional or statutory limitation thereon; and that the Board of Trustees has irrevocably obligated the University to issue and sell, prior to the stated maturity hereof, in the manner prescribed by law, the Series 2026 Bonds in anticipation of which this note is issued.

IN WITNESS WHEREOF, the University has caused this note to be executed in its name by the manual or facsimile signature of the Chairman of the Board of Trustees, under the Seal of the University impressed hereon, and attested by the manual signature of the Secretary of the Board of Trustees this ___ day of _____, 20__.

WINTHROP UNIVERSITY

(SEAL)

_____
Chairman, Board of Trustees

Attest:

_____
Secretary, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This note is one of the Series 2026 Notes of the issue described in the within-mentioned Resolution.

_____
REGISTRAR

By:_____
Authorized Officer

Date of Authentication: _____, 20__

PROVISIONS FOR REGISTRATION

The following abbreviations, when used in the inscription on the face of the within Series 2026 Note, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM -as tenants in common	UNIF GIFT MIN ACT - _____Custodian_____
TEN ENT -as tenants by the entireties	(Cust) (Minor) under Uniform Gifts to Minors Act
JT TEN -as joint tenants with right of survivorship and not as tenants in common	_____ (State)

Additional abbreviations may also be used though not in list above.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Please print or typewrite Name, Social Security or Taxpayer Identification Number and address of Transferee)

the within Series 2026 Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Series 2026 Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guarantee:

_____	_____
Signature(s) must be guaranteed by a member firm of the New York stock Exchange or a commercial bank or trust company	NOTICE: The signature to this assignment must correspond with the name of the registered holder as it appear upon the face of the within Series 2026 Note in every particular, without alteration or enlargement or any change whatever.

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF WINTHROP UNIVERSITY HIGHER EDUCATION REVENUE BONDS AND OTHER MATTERS RELATING THERETO

BOND RESOLUTION

Adopted December 17, 2024

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BE IT RESOLVED BY THE TRUSTEES OF WINTHROP UNIVERSITY IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Recitals and Statement of Purpose.

Incident to the adoption of this resolution (hereinafter, the "***Bond Resolution***"), The Trustees of Winthrop University (the "***Board of Trustees***"), the governing body of Winthrop University (the "***University***"), finds, as fact, that each of the statements hereinafter set forth in this Article I is in all respects true and correct.

(A) The University is a body politic and corporate of the State of South Carolina (the "***State***") and an institution of higher learning, having been established pursuant to the authorizations of Title 59, Chapter 125 of the Code of Laws of South Carolina 1976, as amended (the "***South Carolina Code***").

(B) Article X, Section 13 of the Constitution of the State of South Carolina, 1895, as amended (the "***Constitution***") provides that the General Assembly may authorize any institutions of the State to incur indebtedness for any public purpose payable solely from a revenue producing project or from a special source, which source does not involve revenue from any tax or license.

(C) The University is under the management and control of the Board of Trustees, comprised in the manner prescribed by Title 59, Chapter 125 of the South Carolina Code.

(D) The general powers of the Board of Trustees are set forth in Section 59-117-40 of the South Carolina Code. The Board of Trustees is adopting this Bond Resolution under the provisions of Title 59, Chapter 147 of the South Carolina Code (the "***Higher Education Revenue Bond Act***").

(E) Presently, the University has no indebtedness issued and outstanding under the Higher Education Revenue Bond Act.

(F) The Board of Trustees is authorized by the Higher Education Revenue Bond Act to issue revenue bonds of the University for the purpose of financing or refinancing in whole or in part the cost of acquisition, construction, reconstruction, renovation and improvement of land, buildings, and other improvements to real property and equipment for the purpose of providing facilities serving the needs of the university including, but not limited to: (i) dormitories, apartment buildings, dwelling houses, bookstores and other university operated stores, laundries, dining halls, cafeterias, parking facilities, student recreational, entertainment and fitness related facilities, inns, conference and other nondegree educational facilities and similar auxiliary facilities of the university and any other facilities which are auxiliary to any of the foregoing excluding, however, athletic department projects which primarily serve varsity athletic teams of the university; and (ii) those academic facilities as may be authorized by joint

resolution of the General Assembly. The bonds issued under the Higher Education Revenue Bond Act must be payable solely from the Net Revenues (hereinafter defined) derived by the University from the operation, sale, lease, or other disposition of the Facilities and any other Additional Funds (as such terms are hereinafter defined) of the University.

(G) The Board of Trustees anticipates the need to provide for the acquisition, construction, reconstruction, renovation, improvement and equipping of improvements constituting Facilities is necessary and useful to the continuing operation of the University.

(H) Based on the foregoing, the Board of Trustees has determined to adopt this Bond Resolution to fully avail itself of the powers granted under the Higher Education Revenue Bond Act, to provide the vehicle pursuant to which Facilities may be financed and refinanced through the issuance of bonds payable from the Net Revenues and Additional Funds from time to time in one or more Series, and to provide a mechanism for ordering the pledges created to secure such bonds.

* * *

ARTICLE II

DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS

Section 2.01 Definition of Bond Resolution.

This resolution, and any amendments or supplements hereto, may be hereafter cited and is hereinafter referred to as the Bond Resolution or the Resolution, and is the resolution pursuant to which all bonds of the University, to be issued pursuant to the Enabling Act, shall be issued and secured, including bonds issued for the purpose of refunding, by exchange or otherwise, all or any of the outstanding bonds issued pursuant to the Enabling Act.

Section 2.02 Other Defined Terms.

The following are defined terms under this Resolution and shall for all purposes hereof have the meanings herein specified unless the context clearly requires otherwise:

"***Accreted Value***" means the amounts set forth in and the amounts computed pursuant to a formula set forth in a Series Resolution authorizing the issuance of Bonds in the form of Capital Appreciation Bonds, the Accreted Value of which is being determined.

"***Accounting Principles***" means generally accepted accounting principles and practices applicable to governmental entities.

"***Accountants***" means an independent firm of certified public accountants of suitable standing, or the Office of the Auditor of the State of South Carolina, which audits the books and accounts of the University relating to the Facilities.

"***Additional Funds***" means any funds of the University designated and approved by the University in accordance with Section 59-147-110 of the Enabling Act as set forth in Section 4.24 of this Resolution.

"***Annual Budget***" means the budget or amended budget for the operation of the Facilities prepared under the supervision of the Chief Financial Officer as a portion of the budget of the University adopted annually by the Board of Trustees for each Fiscal Year of the University.

"***Annual Principal and Interest Requirement***" means, with respect to the annual period in question and to a Series of Bonds, an amount equal to the sum of (1) all interest payable on such Series of Bonds during such period (other than amounts paid from proceeds of the Bonds as accrued interest or interest which has been capitalized in accordance with the terms of this Bond Resolution), plus (2) any Principal Installments of such Series of Bonds during such period; provided, however, with respect to Partially Amortizing Bonds, the amount of the principal which would be payable during such Fiscal Year shall be computed as if such principal were amortized from the date of issuance thereof over a period of 20 years or the actual maturity of such Partially Amortizing Bonds, whichever is greater, on a level debt service basis at an interest rate equal to the rate borne by such Partially Amortizing Bonds on the date calculated, except

that if the date of calculation is within 12 months of the actual maturity of such Partially Amortizing Bonds, the full amount of the Principal Installment payable at maturity (less any sinking fund established therefor and deposited with the Paying Agent for such Bonds) shall be included in such calculation. For purposes of computing "Annual Principal and Interest Requirement," the rate of interest used to determine (1) above shall be a rate per annum equal to (a) with respect to any Series of Bonds which bear interest at a fixed rate or rates, the rate or rates of interest borne or to be borne by such Bonds, and (b) with respect to any Series of Variable Rate Bonds, the following methods shall determine the interest rate to be used:

(i) in the case of determining the Annual Principal and Interest Requirement or the Combined Principal and Interest Requirement, as the case may be, for purposes of Sections 4.02(7) of this Bond Resolution, the interest rate shall be equal to the 30-year Revenue Bond Index published by The Bond Buyer no more than two (2) weeks prior to, but in no event after, the sale of the proposed Series of Bonds to be issued; and

(ii) in the case of determining the Combined Annual Principal and Interest Requirement for purposes of applying the rate covenant contained in Section 5.01(B) of this Bond Resolution, the interest rate shall be equal to the maximum interest rate prevailing on such Variable Rate Bonds for the preceding twelve-month period;

provided, however, that if the 30-year Revenue Bond Index referred to in (i) above is no longer published, any reasonably equivalent nationally recognized index published for the periods in question may be selected by the Chief Financial Officer for use in its stead.

"***Authorized Investments***" means those investments authorized for investment of State funds under Section 11-9-660 of the South Carolina Code.

"***Board of Trustees***" means The Board of Trustees of the University or any successor body.

"***Bond Counsel***" means any firm of attorneys which is nationally recognized as bond counsel in the field of public finance.

"***Bond Payment Date***" means the dates on which interest on any of the Bonds shall be payable or on which both principal and interest shall be payable on any of the Bonds, all as set forth in the Series Resolutions authorizing the issuance of the respective Series of Bonds.

"***Bondholder***" or "***Holder***", or any similar term, when used with reference to the Bonds, means any person who shall be the registered owner of any Outstanding Bond or in the case of any Bonds issued in bearer form in accordance with Section 4.08(C) hereof, the holder of any such Bond.

"***Bonds***" means any indebtedness payable from the Net Revenues and the Additional Funds, if any, issued in accordance with the provisions of the Enabling Act, this Bond Resolution, and a Series Resolution.

"***Book-Entry Form***" or "***Book-Entry System***" means, with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in such Bonds may be transferred only through a book-entry, and (ii) physical Bonds in fully registered form are registered only in the name of a Depository or its nominee. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in such Bonds, when subject to the Book-Entry System.

"***Capital Appreciation Bonds***" means Bonds that bear interest payable at maturity, upon redemption prior to maturity or prior to maturity at the date set forth in the Series Resolution authorizing the issuance of such Bonds in the amounts determined by reference to the Accreted Value of such Capital Appreciation Bonds in accordance with the provisions of the Series Resolution authorizing the issuance of such Capital Appreciation Bonds.

"***Chairman***" means the Chairman of the Board of Trustees. The term shall include the Vice Chairman or Acting Chairman whenever by reason of absence, illness, or other reason, the person who is the Chairman is unable to act.

"***Chief Financial Officer***" means the individual to whom the Board of Trustees has delegated the responsibility of supervising and maintaining records and accounts relating to the collection and disbursement of the revenues derived by the University from the operation and maintenance of the Facilities. Such individual presently holds the title of Chief Financial Officer and Vice President for Finance and Business Affairs. The term shall include the acting or interim Chief Financial Officer whenever by reason of absence, illness or other reason, the person who is the Chief Financial Officer is unable to act.

"***Code***" means the Internal Revenue Code of 1986, as amended from time to time. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and under the Internal Revenue Code of 1954, as amended, and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

"***Combined Annual Principal and Interest Requirement***" means, with respect to any particular Fiscal Year, the sum of the Annual Principal and Interest Requirements on all Bonds Outstanding. For the purposes of Sections 4.02 and 5.01, the calculation for the Combined Annual Principal and Interest Requirement shall be reduced to the extent the same is paid from, or expected to be paid from, Subsidies and interest paid from the proceeds of Bonds.

"***Counsel***" means an attorney duly admitted to practice law before the highest court in South Carolina, who is not a full-time employee of the University or the State, but may include the Office of the Attorney General of South Carolina.

"***Date of Issue***" means that date established in any Series Resolution from which interest shall accrue on the Bonds of the applicable Series.

"***Debt Service Fund***" means the fund so designated pursuant to a Series Resolution and designed to provide for the payment of the principal of and interest on a particular Series of

Bonds issued pursuant to this Bond Resolution, as the same fall due, and as established pursuant to the provisions of Section 7.04 hereof.

"***Debt Service Reserve Fund***" means the fund, if any, so designated pursuant to a Series Resolution and designed (1) to insure the timely payment of the principal of and interest on a particular Series of Bonds Outstanding and issued pursuant to this Bond Resolution, and (2) to provide for the redemption of such Series of Outstanding Bonds prior to their stated maturity, as established by the provisions of Section 7.05 hereof.

"***Defeasance Act***" means Title 11, Chapter 14 of the South Carolina Code.

"***Enabling Act***" or "***Higher Education Revenue Bond Act***" means Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as amended.

"***Facilities***" means (i) such land, improvements, and equipment described in the Enabling Act and constructed or acquired with the proceeds of Bonds, (ii) all University owned student-housing facilities and related activities currently and in the future, and (iii) such land, improvements, and equipment described in the Enabling Act and designated as Facilities by the Board of Trustees under Section 4.25 hereof. Where the context requires, the term "Facilities" shall include services provided in or by the Facilities.

"***Fiscal Year***" means the period of 12 calendar months, beginning on July 1 of each year and ending on June 30 of the succeeding year, unless the same shall have been changed by the University under Section 3.01 hereof.

"***Fitch***" means Fitch Ratings, Inc., and its successors.

"***General Assembly***" means the duly constituted legislature of the State of South Carolina.

"***Government Obligations***" means and include direct noncallable general obligations of the United States of America or noncallable obligations, the payment of principal of or interest on which is fully and unconditionally guaranteed by the United States of America.

"***Gross Revenues***" means

(1) all receipts and revenues derived from the operation of the Facilities (including any rents or other fees received in connection with the Facilities not operated directly by the University),

(2) all proceeds from the sale or other disposition of any property owned directly or beneficially by the University in connection with the operation of the Facilities,

(3) all interest and other income received directly or indirectly from the investment of any moneys or accounts relating to the Facilities, and

(4) any other unrestricted money not otherwise pledged that may be made applicable by the Board of Trustees to the payment of principal and interest on Bonds including revenues which may fall into the category of non-mandatory transfers as such term is used under Accounting Principles.

but there shall be excluded from Gross Revenues:

(1) gains on the sale or other disposition of investments of fixed or capital assets, which do not result from the ordinary course of business;

(2) investment income restricted to a purpose inconsistent with the payment of operating expenses or debt service including (whether or not so restricted) interest earned on any construction fund or construction account created with the proceeds of borrowing by the University; and

(3) any amounts received by way of government grants or subsidies pertaining to the Facilities to the extent that such grants or subsidies are not permitted by law to be pledged to secure the Bonds.

"***Junior Lien Bonds***" means any revenue bonds, notes or other obligations issued by the University and referred to in Section 6.01 hereof and which are secured by pledges of the liens on the revenues of the Facilities which are junior and subordinate in all respects to the pledges and liens made to secure Bonds.

"***Maintenance Reserve Fund***" means the fund established pursuant to Section 7.06 hereof.

"***Moody's***" means Moody's Investors Service, Inc, and its successors.

"***Net Revenues***" means for the period in question, Gross Revenues less Operation and Maintenance Expenses.

"***Operation and Maintenance Expenses***" means for the period in question all expenses incurred in connection with the administration and operation of the Facilities, including, without limiting the generality of the foregoing, expenses as may be reasonably necessary to preserve the Facilities in good repair and working order, salaries, wages and employer contributions, costs of materials, supplies and insurance, costs of water, sewer and power, fees and charges of the Trustee and the custodian or trustee of any fund, the Paying Agent, the Registrar (provided however that the fees and charges of the Paying Agent, Registrar, Trustee, or other fund custodian may be paid by the State Treasurer directly from the Revenue Fund, and such payments shall nonetheless be deemed to be costs of operating and maintaining the Facilities), the costs of audits required hereunder, the premiums for all insurance policies and any fidelity bonds required hereunder, the costs of computation and payment of any arbitrage rebate, and the premiums for all insurance and fidelity bonds required by this Bond Resolution. Operation and Maintenance Expenses shall not include:

(1) depreciation allowances;

(2) amounts paid as interest on bonds;

(3) operational and maintenance expenses paid from the (a) receipts of government grants, (b) appropriations paid to the University by the General Assembly, and (c) the University from other unrestricted funds;

(4) amounts expended for extraordinary repairs to the Facilities;

(5) the amortization of financing expenses, underwriting discounts, call premiums, gains or losses on the extinguishment of debt due to the refinancing of the same, and other related or incidental non-recurring expenses resulting from the issuance or refinancing of Bonds;

(6) any non-cash expenses related to net pension liabilities, other post-employment benefit liabilities, or similar accounting determinations under Accounting Principles that do not result in any actual disposition of cash; and

(7) losses on the sale or other disposition of investments of fixed or capital assets, which do not result from the ordinary course of business;

"***Operation and Maintenance Fund***" means the fund, account, or accounts to be established pursuant to Section 7.03 hereof.

"***Outstanding***", when used with reference to the Bonds, means, as of any date, all such Bonds theretofore or then being authenticated and delivered except:

(1) Bonds paid or redeemed and canceled at or prior to such date;

(2) Bonds in lieu of or in substitution for which other bonds shall have been executed and delivered;

(3) Bonds deemed to have been paid as provided in Article XVI hereof; and

(4) for purposes of any consent or other action to be taken by the Holders of a specified percentage of Bonds, Bonds held by, or for the account of, the University, or by any person controlling, controlled by or under common control with the University.

"***Partially Amortizing Bonds***" means a Series of Bonds 25% or more of the principal payments of which are due in a single Fiscal Year, which portion of the principal is not required by the Series Resolution providing for their issuance to be paid by mandatory sinking fund redemption prior to such maturity date.

"***Paying Agent***" means the State Treasurer or any bank or trust company or other entity appointed from time to time as Paying Agent or Paying Agents in accordance with Section 15.15 hereof to serve as Paying Agent for one or more Series of Bonds issued hereunder.

"***Principal Installment***" means, as of any date of calculation, (i) the principal amount of Outstanding Bonds coming due in the period in question plus (ii) any mandatory sinking fund payment required on Outstanding Bonds during the period in question. With respect to any Capital Appreciation Bonds, "Principal Installment" means the Accreted Value which is due and payable during the period in question.

"***Record Date***" means, with respect to any Bond, the date as of which the Holder of such Bond is determined for purposes of giving any notice, making any interest payment or obtaining any consent.

"***Registrar***" means the State Treasurer or any bank or trust company or other entity appointed from time to time, as Registrar or Registrars in accordance with Section 15.14 hereof to serve as Registrar for one or more Series of Bonds issued hereunder.

"***Reserve Requirement***" means, as of any date of calculation, the debt service reserve requirement, if any, established by a Series Resolution with respect to a particular Series of Bonds.

"***Revenue Fund***" means the fund established pursuant to Section 7.02 hereof.

"***S&P***" means S&P Global Ratings, and its successors.

"***Secretary***" means the Secretary of the Board of Trustees. The term shall include the Acting Secretary or the Assistant Secretary whenever by reason of absence, illness or other reason, the person who is the Secretary is unable to act.

"***Series***" means all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided, regardless of variations in maturity, interest rate or other provisions.

"***Series Resolution***" means a resolution of the Board of Trustees authorizing the issuance one or more Series of Bonds pursuant to this Bond Resolution in accordance with the terms and provisions hereof, adopted in accordance with the provisions of Article IV hereof.

"***South Carolina Code***" means the Code of Laws of South Carolina 1976, as amended.

"***State***" means the State of South Carolina.

"***State Authority***" means the State Fiscal Accountability Authority.

"***State Treasurer***" means the Office of the State Treasurer of South Carolina.

"***Subsidies***" means, for the period in question, all sums paid or payable to or for the account of the University pursuant to any grant, direct subsidy payment, loan agreement, contract or other obligation by which the United States of any department or agency thereof, or the State of South Carolina or any agency or department thereof, received or expected to be received to

the extent credited against, in whole or in part, the debt service of any Series of Bonds or any portion of any such Series; any calculation of the quantum of Subsidies shall be made in light of the applicable provisions of the grant, loan agreement, contract, government program, or obligation in force on the occasion when such calculation is required to be made by any of the provisions hereof.

"***Trustee***" initially means the State Treasurer, and thereafter means any bank, trust company or financial institution which is authorized by the University and approved by the State Treasurer to be the custodian of the funds established under this Bond Resolution.

"***University***" means Winthrop University, a body politic and corporate of the State.

"***Variable Rate Bonds***" means, for any period of time, any Bonds which during such period bear interest at a variable rate; provided that Bonds the interest rate on which has been fixed for the remainder of the term thereof shall no longer be Variable Rate Bonds.

Section 2.03 Interpretations.

In this Bond Resolution, unless the context otherwise requires:

(a) Articles, Sections and Paragraphs referred to by number means the corresponding Articles, Sections and Paragraphs of this Bond Resolution.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, or other legal entities, including public bodies, as well as natural persons.

(c) The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this Bond Resolution refer to this Bond Resolution or Sections or Paragraphs of this Bond Resolution, and the term "hereafter" means any date after the date of adoption of this Bond Resolution.

(d) References to the payment of principal of Bonds shall be deemed to include payment of principal both at maturity, upon optional redemption and upon mandatory redemption pursuant to any sinking fund payment obligations.

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ARTICLE III

FISCAL YEAR

Section 3.01 Establishment and Modification of Fiscal Year.

The Facilities shall continue to be operated on a Fiscal Year basis, which, until changed, shall commence on July 1 of each calendar year and shall end on June 30 of the next calendar year. The University may change the Fiscal Year from that now existing to a different 12 month period.

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ARTICLE IV

THE BONDS

Section 4.01 Authorization for Bonds in Series.

(A) To the extent permitted by the Enabling Act and, if necessary, the Defeasance Act, and from time to time and for the purposes of:

(1) financing or refinancing in whole or in part the cost of acquisition, construction, reconstruction, renovation, and improvement of land, buildings, and other improvements to real property and equipment for the purpose of providing Facilities serving the needs of the University;

(2) funding any Debt Service Reserve Fund (including the purchase of a surety bond, insurance policy, line of credit, letter of credit or similar instrument credited thereto in lieu of cash as provided herein) or restoring the value of the cash and securities in any Debt Service Reserve Fund to an amount equal to the applicable Reserve Requirement;

(3) purchasing or providing for credit enhancement for any Series of Bonds;

(4) capitalizing interest on the Bonds for such period of time as the Board of Trustees may determine; and

(5) paying costs of issuance of Bonds;

but subject to the terms, limitations and conditions herein, the University may authorize the issuance of a Series of Bonds by the adoption of a Series Resolution. The Bonds of any such Series may be issued and delivered upon compliance with the provisions of this Article. The Bonds of each Series shall be issued in fully registered form, without coupons. The Bonds shall, in addition to bearing the title "Winthrop University Higher Education Revenue Bonds," or such other title as may be permitted by the Enabling Act, bear a letter or number Series designation as may be necessary to distinguish them from the Bonds of every other Series and shall designate the year in which the Series is issued. Bonds of any Series may be authorized to be issued, to the extent permitted by law, in the form of serial Bonds, term Bonds with or without mandatory sinking fund payments, Capital Appreciation Bonds, Partially Amortizing Bonds or such other forms of Bonds as may otherwise be permitted by the Enabling Act and not inconsistent with the provisions of this Bond Resolution, or any combination of such forms.

(B) Each Series Resolution shall include a determination by the University to the effect that the issuance of such Series of Bonds is necessary to provide funds to be used and expended for the purposes permitted set forth in Section 4.01(A) hereof. Each Series Resolution shall specify and determine:

(1) The Date of Issue of such Series of Bonds;

(2) The maximum authorized principal amount of such Series of Bonds, and the manner of determining the precise principal amount and the officials authorized to make such determination;

(3) The source or sources of revenues designated for the repayment of the Bonds in accordance with Section 59-147-110 of the Enabling Act;

(4) The time for the payment of interest on the Bonds in such Series and the Record Dates, and the date or dates of maturity and the amounts thereof, or the manner of determining such dates and amounts and the officials authorized to make such determinations, provided that the Series Resolution shall specify a date beyond which the final maturity of such Series shall not extend;

(5) The specific purposes for which such Series of Bonds is being issued, which shall be to provide funds for the purposes authorized by the Enabling Act and this Bond Resolution;

(6) The title and designation of the Bonds of such Series;

(7) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof;

(8) The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series including whether and on what terms there shall be entered by the University an agreement for any form of interest rate swap or similar transaction with respect to such Series;

(9) The portion of such Series that are serial Bonds and that are term Bonds and that are Partially Amortizing Bonds and that are Capital Appreciation Bonds (or other forms permitted by the Enabling Act and not inconsistent with the provisions of this Bond Resolution), if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Resolution to be paid for the retirement of any such Bonds, or the manner of making such designations and the officials authorized to make such designations;

(10) The redemption price or redemption prices and the redemption date or redemption dates and other terms of redemption (if any) applicable to any of the Bonds of such Series for such payments, or the manner of

determining such dates and prices or the officials authorized to make such determinations;

(11) The Trustee, the Registrar, and Paying Agent, for such Bonds, and the escrow agent if such Bonds are refunding Bonds issued in advance of the date of maturity or redemption of the refunded bonds, or the manner of determining such Trustee, Paying Agent, Registrar and/or escrow agent;

(12) The form or forms of the Bonds of such Series;

(13) The manner of numbering and lettering, and the denomination or denominations, of the Bonds of such Series;

(14) Whether the Bonds of such Series shall be issued in book-entry form pursuant to Section 4.18 hereof;

(15) The disposition of the proceeds of the sale of the Bonds of such Series, the manner of their application, and the officials authorized to make such determinations;

(16) Whether such Series of Bonds will be subject to a Reserve Requirement or the manner of determining whether or not a Reserve Requirement will be required and the manner of determining the method by which such Reserve Requirement, if any, will be satisfied, and the manner in which such Reserve Requirement will be satisfied and the officials authorized to make such determinations;

(17) That the then applicable Reserve Requirements, if any for all Series of Bonds Outstanding and for the proposed Series of Bonds, have been or will be met;

(18) That a Debt Service Fund be established for the Series of Bonds, that, if determined to be necessary by the Board of Trustees, a Debt Service Reserve Fund be established for such Series of Bonds, that a construction fund be established if the proceeds of such Series of Bonds are intended to be used for the construction, expansion, or improvement of the Facilities, and that a capitalized interest account be established if interest for any period is to be paid from proceeds of such Series of Bonds; and

(19) Any other provisions or funds deemed advisable by the Board of Trustees for the Bonds.

Section 4.02 Conditions to Issuance of Bonds of a Series.

All Bonds shall be issued in compliance with the following provisions of this Section 4.02:

(1) Bonds shall be stated to mature and/or have mandatory or sinking fund redemptions on the dates, in the years and in the amounts prescribed or determined in the manner prescribed by the Series Resolution;

(2) Bonds shall bear interest at the rates and on the occasions prescribed or determined in the manner prescribed by the Series Resolution;

(3) Bonds shall be issued for a purpose or purposes set forth in Section 4.01(A) hereof;

(4) There shall exist, on the occasion of the issuance of the Bonds, no default in the payment of the principal of or interest on any Bonds or Junior Lien Bonds then Outstanding;

(5) The University shall obtain an opinion of Bond Counsel to the effect that (a) this Bond Resolution and the applicable Series Resolution have been duly and lawfully adopted and are in full force and effect; (b) the Bonds have been duly and lawfully authorized and executed by the University and are valid and binding upon, and enforceable against, the University (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); (c) with respect to such Bonds, this Bond Resolution creates the valid pledge which it purports to create of the revenues and of moneys and securities on deposit in any of the funds and accounts established hereunder subject to the application thereof to the purposes and on the conditions permitted by this Bond Resolution; and (d) upon the execution and delivery thereof, such Bonds will have been duly and validly authorized and issued in accordance with this Bond Resolution;

(6) Unless on the date of delivery of such Series of Bonds, there shall be on deposit in each required Debt Service Reserve Fund, if any, an amount equal to the applicable Reserve Requirement immediately following the issuance of such Series of Bonds (whether in the form of cash or a qualified surety bond, insurance policy, line of credit or letter of credit in lieu thereof in accordance with Section 7.05(D) hereof), there shall be deposited in the applicable Debt Service Reserve Funds, if any, such amounts or a qualified substitute in accordance with Section 7.05(D) hereof shall be provided as necessary, to make the value of the moneys and securities or such qualified substitute in such Debt Service Reserve Funds equal to the applicable Reserve Requirement, unless:

(a) the Series Resolution establishing the particular Debt Service Reserve Fund shall have provided for successive monthly payments beginning in

the first month following the date of the issuance of the Bonds of any such Series in substantially equal monthly amounts (the "***Monthly Series Payments***") so that by the end of any period not exceeding the period of thirty-six (36) months from the date of issuance of such Series of Bonds there shall be in its Debt Service Reserve Fund an amount equal to its Reserve Requirement with respect to such Bonds;

(b) there shall be no unremedied defaults of any Monthly Series Payments required to have been made; and

(c) each Debt Service Reserve Fund is funded in an amount equal to its Reserve Requirement with respect to each Series of Bonds, other than Bonds issued pursuant to Series Resolutions described in (a) above.

(7) Except in the case of the initial Series of Bonds issued pursuant to this Bond Resolution and Bonds issued for the purpose of refunding any Bonds, Net Revenues and Additional Funds during the most recent Fiscal Year for which audited financial statements of the University are completed shall be certified by the Chief Financial Officer on the basis of such audited financial statements to be not less than 120% of the maximum Combined Annual Principal and Interest Requirement on all Bonds Outstanding immediately prior to the issuance of such proposed Series of Bonds and on such proposed Series of Bonds.

For purposes of this Section 4.02(7), the maximum Combined Annual Principal and Interest Requirements may be calculated to deduct from the maximum Combined Annual Principal and Interest Requirements the amount of any applicable Subsidies and the amount of any interest that will be paid from the proceeds of Bonds.

For purposes of this Section 4.02(7), Net Revenues and Additional Funds may be adjusted to reflect any rate or fee increases adopted and to be in effect prior to or coincident with the issuance of such proposed Series of Bonds and determined *pro forma* as though such rate increases had been in continuous effect during the most recent Fiscal Year. Such *pro forma* calculation may also take into account the forecasted Net Revenues of any Facilities to be financed with the proposed Series of Bonds, any Facilities to be financed with a Series of Bonds then approved by the State Authority, or any Facilities then under construction.

(8) In the case of Bonds issued for the purpose of refunding any Bonds, either:

(a) the Annual Principal and Interest Requirements of the refunding Bonds shall not exceed the Annual Principal and Interest Requirements of the refunded Bonds until a time subsequent to the last maturity of Bonds not refunded and which remain Outstanding following the issuance of the refunding Bonds; or

(b) The University shall comply with the revenue tests prescribed by Section 4.02(7) above.

(9) If any Series of Bonds shall contain Variable Rate Bonds;

(a) The Series Resolution may provide for and specify a maximum interest rate on (i) such Bonds and (ii) any reimbursement obligation to a liquidity provider for such Bonds, it being here expressly provided that the obligation to pay any such reimbursement obligation shall be on a parity with the Bonds with respect to the pledge of the Net Revenues;

(b) The liquidity provider for such Bonds shall be rated in either of the two highest short term rating categories by Moody's or S&P or Fitch; and

(10) All amounts owing under a reimbursement agreement with any provider of a surety bond, insurance policy, line of credit or letter of credit as contemplated under Section 7.05(D) hereof shall have been paid.

(11) The issuance of the Bonds, if so required by the Enabling Act, shall have been reviewed and approved by the State Authority.

Section 4.03 Reliance Upon Certificates Establishing Revenues.

Both the University and any purchaser of any Bonds shall be entitled to rely upon certificates of the Chief Financial Officer and of the Accountants, made in good faith, pursuant to any provision of this Article.

Section 4.04 Execution of Bonds.

(A) Unless otherwise prescribed by any Series Resolution, the Bonds shall be executed in the name of and on behalf of the University by the Chairman, the corporate seal of the University shall be impressed or reproduced thereon and the same shall be attested by the Secretary. Such officers may employ facsimiles of their signatures and of the seal. The Bonds shall be signed by a person holding office at the time the Bonds are printed and are ready for delivery.

(B) In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signatures or facsimiles shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

Section 4.05 Authentication.

Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Registrar shall be entitled to any right or benefit under this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of

the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Resolution. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by any authorized officer of the Registrar.

Section 4.06 Medium of Payment.

The Bonds shall be payable with respect to principal, interest and premium, if any, in lawful money of the United States of America.

Section 4.07 Mutilated, Lost, Stolen or Destroyed Bonds.

In the event any Bond is mutilated, lost, stolen or destroyed, the University may execute and the Registrar may authenticate and deliver a new Bond of the same Series of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the University and to the Registrar evidence of such loss, theft or destruction satisfactory to the University and the Registrar together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the University may pay the same. The University and the Registrar may charge the Holder of such Bond with their reasonable fees and expenses in this connection.

Section 4.08 Transfer and Registry; Persons Treated as Owners.

(A) As long as any Bonds shall be Outstanding, the University shall cause books for the registration and for the transfer of Bonds to be kept. Such books shall be kept by the Registrar for each particular Series of Bonds at the corporate trust office of such Registrar. The transfer of each Bond may be registered only upon the registration books of the University kept by the Registrar for that purpose by the Holder thereof in person or by his duly authorized attorney upon surrender thereof and an assignment with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his duly authorized attorney. Upon the registration of transfer of any Bond, the Registrar will authenticate and deliver, subject to the provisions of Section 4.11 hereof, in the name of the transferee, a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond.

(B) The University, the Trustee, the Paying Agent, if any, and the Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books of the University as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium (if any) and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and none of the University, the Trustee, the Paying Agent and the Registrar shall be affected by any notice to the contrary.

Section 4.09 Date and Payment Provisions.

Each Bond of a Series shall bear interest from its date and shall be dated as of the interest payment date next preceding the date of its authentication, unless authentication shall be upon an interest payment date, in which case it shall be dated as of the date of its authentication, or unless authentication shall precede the first payment of interest on the Bonds of such Series, in which case it shall be dated as of the date provided in the Series Resolution as the initial dating of the Bonds of such Series; provided, however, that if at the time of authentication of any Bond, any interest on such Bond is in default, such Bond shall be dated as of the date to which interest on such Bond has been paid.

Section 4.10 Interchangeability of Bonds.

Bonds of a Series, upon surrender thereof at the office of the Registrar for the Bonds of such Series with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to Section 4.11 hereof, be exchanged for an equal aggregate principal amount of Bonds of such Series or any other authorized denominations having the same maturity date and bearing the same rate of interest of the Bonds surrendered.

Section 4.11 Regulations With Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the University shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled and destroyed and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the University. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse itself for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the University nor the Registrar shall be required to issue, exchange or transfer (i) any Bond during the 15 days immediately preceding any Bond Payment Date, (ii) any Bond during a period beginning at the opening of business 15 days immediately preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of the notice of such redemption, or (iii) any Bonds called for redemption in whole or in part.

Section 4.12 Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds.

Upon the surrender of mutilated Bonds pursuant to Section 4.07 hereof, or Bonds paid or surrendered, the same shall be canceled and destroyed and shall not be reissued, and a counterpart of the certificate evidencing such destruction shall be furnished by the Registrar to the University. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution.

Section 4.13 Notice of Redemption.

If any of the Bonds, or portions thereof, are called for redemption, the Registrar shall give or cause to be given notice to the Holders of any Bonds to be redeemed, in the name of the University, of the redemption of such Bonds, or portions thereof, which notice shall specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of such Series are to be redeemed, the numbers of the Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall be given by mailing a copy of the redemption notice by first class mail at least 30 days but not more than 60 days prior to the date fixed for redemption to the Holder of each Bond, at the address shown on the registration books, unless such Bonds are Variable Rate Bonds in which case notice shall be given at least seven days prior to the date fixed for redemption; provided, however, that failure to give such notice by mail, or any defect in the notice mailed to the Holder of any Bond to be redeemed, shall not affect the validity of the proceedings for the redemption of any other Bond.

Provided funds for their redemption are on deposit with the Trustee, all Bonds so called for redemption shall cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding hereunder. If said money shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 4.14 Cancellation of Bonds Which Have Been Redeemed.

All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the University. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Resolution.

Section 4.15 Selection of Bonds To Be Redeemed.

In the event of redemption of less than all of the Bonds of a Series of any maturity, the Bonds or portions of Bonds to be redeemed, shall be selected by the Registrar in such order as it shall determine; provided, however, that the portion of any Bond of a denomination which is larger than the minimum denomination for the Bonds of such Series shall be in the principal amount of such minimum denomination or a multiple thereof, and that, in selecting portions of such Bonds for redemption, the Registrar shall treat each such Bond as representing that number

of Bonds of minimum denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by the amount of the minimum denomination. If there shall be drawn for redemption less than all of a Bond, the University shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, Bonds of the same Series in any authorized denomination.

Section 4.16 Purchase of Bonds.

The Trustee shall, if and to the extent practicable, purchase Bonds at the written direction of the University at such time, in such manner and at such price as may be specified by the University. The Trustee may so purchase Bonds with any money then held by the Trustee which is available for the redemption or purchase of Bonds and in excess of that set aside for the payment of Bonds called for redemption; provided, that the Trustee is provided with an opinion of Bond Counsel to the effect that such redemption or purchase complies with any limitations or restrictions on such redemption or purchase contained in this Bond Resolution.

Section 4.17 Security for Payment of Bonds; Priority of Pledge.

The Bonds shall be payable solely from, and are hereby declared to be secured by a pledge of the Net Revenues and Additional Funds, if any. Such pledge securing any of the Bonds shall at all times and in all respects be on parity with all other Bonds. The Bonds, a Series of Bonds, or any portion thereof further shall be payable from, and are hereby declared to be secured by a pledge of the Subsidies to the extent applicable thereto.

Section 4.18 Bonds in Book-Entry Form.

Notwithstanding any other provision of this Bond Resolution with respect to the form of Bonds to the contrary, the University is hereby authorized to provide by Series Resolution for the issuance of one or more Series of Bonds solely in fully registered form registrable to a depository, a nominee or the beneficial owner of the Bonds. The University is further authorized to provide by Series Resolution that such Series of Bonds shall be evidenced by one or more certificates or by a system of book entries in form satisfactory to the Chief Financial Officer and to provide for payment, redemption, notices and like provisions in a manner consistent with such system of registration.

Section 4.19 Bonds Issued as Taxable Obligations.

Notwithstanding anything in this Bond Resolution to the contrary, the University may from time to time, pursuant to one or more Series Resolutions, provide for the issuance of Bonds the interest on which may be includable in gross income of the Holders of such Bonds for federal income taxation purposes. In such event, such Bonds may be issued as coupon bonds, payable to bearer, as provided in the applicable Series Resolution. Such Series Resolution may provide for such rules and regulations with respect to the ownership, transfer and substitution of such Bonds as are necessary to accomplish the purposes consistent with the issuance of bearer obligations.

Section 4.20 Restriction on Optional Redemption.

Notwithstanding anything in this Bond Resolution to the contrary, no redemption of Bonds which is at the option of the University may be effected unless all amounts owing under a reimbursement agreement with any provider of a surety bond, insurance policy, line of credit or letter of credit as contemplated under Section 7.05(D) herein shall have been paid in full.

Section 4.21 Waiver of Certain Provisions.

Notwithstanding anything in this Bond Resolution to the contrary, whenever all of the debt issued or all of the obligations incurred by the University under a Series Resolution are acquired by and are to be held to maturity by a single entity, that single entity, at its sole option, may waive any provision or requirement of this Bond Resolution that relates separately to the applicable Series of Bonds and is for the protection and benefit of such single entity only and not for the protection or benefit of any other Holder or Holders of Bonds; provided, however, that before any such waiver shall become effective, the University shall receive an opinion of Bond Counsel that such waiver will not adversely affect the security provided under this Bond Resolution to any other Holder or Holders of Bonds.

Section 4.22 Payments Due on Saturdays, Sundays, and Holidays.

In any case where the Bond Payment Date or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of principal of, premium, if any, or interest on the Bonds need not be made on such date but may be made on the next succeeding business day which is not a Saturday, Sunday, or legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 4.23 Bonds in Coupon Form.

If at any time after adoption of this Bond Resolution, the University shall receive an opinion of Bond Counsel to the effect that Bonds of any Series may be issued in coupon form payable to bearer without adversely affecting the tax-exempt status of the Bonds of such Series or the Bonds of any other Series and without the imposition of any penalty upon the University, then this Bond Resolution may be amended to provide for the issuance of coupon Bonds payable to bearer and to change or modify any of the provisions of this Bond Resolution that shall be inconsistent with the issuance of Bonds in such form.

Section 4.24 Additional Funds.

The Board of Trustees does not designate under this Bond Resolution any "Additional Funds." The Board of Trustees, through a resolution amendatory hereof including a Series Resolution, may hereafter designate and approve as "Additional Funds" any portion of the legally available revenues of the University, without Bondholder consent or approval, and as provided by paragraph (6) of Section 12.01(A) hereof, which are not (i) otherwise designated or

restricted; (ii) funds of the University derived from appropriations received from the General Assembly; or (iii) tuition funds pledged to the repayment of general obligation state institution bonds of the State of South Carolina.

Section 4.25 Additional Auxiliary Facilities.

Notwithstanding anything in this Bond Resolution to the contrary, the University shall have the right from time to time to designate facilities contemplated under the Enabling Act, which at the date of adoption of this Bond Resolution were not included in the definition of Facilities hereunder, as "Facilities" hereunder, provided that:

(1) The Board of Trustees shall adopt an appropriate amendatory resolution under paragraph (5) of Section 12.01 hereof amending the definition of "Facilities" and find that such and facilities, upon designation, construction, or acquisition, are of a similar auxiliary nature as are the facilities expressly referred to in the Enabling Act; and

(2) The University and the Trustee shall have received an opinion of Bond Counsel to the effect that (i) such facilities are eligible to be, or to have been, financed under the Enabling Act, (ii) such action to be taken under this Section is authorized under this Bond Resolution, and (iii) such action will not adversely affect the excludability of interest on the Bonds from federal income taxation.

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ARTICLE V

RATES AND CHARGES

Section 5.01 Rate Covenants.

(A) It is hereby determined that the rates and charges for utilization of the Facilities shall, until otherwise revised in accordance with this Bond Resolution, be as now established. Said rates and charges are hereby determined to be sufficient to meet the requirements of this Bond Resolution but shall be revised whenever necessary in order that the same shall, together with any Subsidies budgeted to pay debt service on the Bonds or operation and maintenance of the Facilities, at all times be maintained on a basis sufficient to meet the requirements of this Bond Resolution. In this connection, the University specifically covenants and agrees to maintain and collect rates and charges for use of the Facilities, which together with the receipts of any Additional Funds shall at all times be sufficient:

(1) To provide for the payment of the expenses of administration and operation and such expenses for maintenance of the Facilities as may be necessary to preserve the same in good repair and condition;

(2) To maintain all Debt Service Funds and thus provide for the punctual payment of the principal of and interest on the Bonds;

(3) To maintain any Debt Service Reserve Funds, at the level of their respective Reserve Requirements, in the manner prescribed herein or in the applicable Series Resolution;

(4) To provide for the punctual payment of the principal of and interest on all Junior Lien Bonds that may from time to time hereafter be outstanding;

(5) To provide a reserve for contingencies and for improvements, renovations and expansions of the Facilities other than those necessary to maintain the same in good repair and condition;

(6) To pay all amounts owing under a reimbursement agreement with any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 7.05(D) hereof; and

(7) To discharge all obligations imposed by the Enabling Act and by this Bond Resolution.

(B) The University covenants and agrees that it will at all times prescribe and maintain rates and charges and thereafter collect charges in accordance with such rates for the Facilities or the use thereof which are reasonably expected to yield annual Net Revenues in the current Fiscal Year which equal to at least 120% of the Combined Annual Principal and Interest Requirement for all Bonds Outstanding in such Fiscal Year (as adjusted to account for any principal or interest by Subsidies and any capitalized interest) and, promptly upon any material

change in the circumstances which were contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each Fiscal Year, shall review the rates and charges for such use and shall promptly revise such rates and charges as necessary to comply with the foregoing requirement. For each Fiscal Year, the Board of Trustees shall adopt an Annual Budget including amended rate schedules for such Fiscal Year which shall set forth in reasonable detail the estimated revenues and operating expenses of the Facilities and any Subsidies described above for each Fiscal Year and which shall include appropriations, if any, for the estimated operating expenses of the Facilities for such period and the amount to be deposited during such Fiscal Year in the Maintenance Reserve Fund. The Board of Trustees may at any time adopt an amended Annual Budget for the remainder of the then current Fiscal Year, or may delegate to the Chief Financial Officer the authority to revise rates and charges as may be necessary, in such a manner as may be consistent with State law.

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ARTICLE VI

JUNIOR LIEN BONDS; OTHER OBLIGATIONS; CLOSING OF RESOLUTIONS

Section 6.01 Right to Issue Junior Lien Bonds; Accession Thereof to Status of Bonds.

Notwithstanding that Bonds may be Outstanding, the University may, at any time, and without limitation and free of all conditions, issue Junior Lien Bonds, in such amount as it may from time to time determine, payable from the revenues of the Facilities and Additional Funds; provided that the pledge of and any lien on the Net Revenues of the Facilities and Additional Funds granted for the protection of said Junior Lien Bonds, shall at all times be subordinate and inferior in all respects to the pledges of and liens on such Net Revenues and Additional Funds, the Facilities made or authorized for the Bonds and provided, further, that the maturity of Junior Lien Bonds may not be accelerated and paid in full unless all of the Bonds shall have been paid or provision therefor has been made pursuant to Article XVI hereof.

By proceedings authorizing the issuance of Junior Lien Bonds, the University may provide for the accession of such Junior Lien Bonds to the status of Bonds provided all of the following conditions are met:

(1) The Junior Lien Bonds were issued for a purpose or purposes set forth in Section 4.01(A) hereof.

(2) There shall exist on the date of accession (a) no default in the payment of the principal of or interest on any Bonds then Outstanding or any Junior Lien Bonds then outstanding and (b) no default in the performance of any duties required under the provisions of this Bond Resolution and (c) no amount owed by the University with respect to the full funding of a Debt Service Reserve Fund, either by way of cash or reimbursement of any other funding mechanism.

(3) The University shall obtain an opinion of Bond Counsel to the effect that (a) this Bond Resolution and the proceedings authorizing such Junior Lien Bonds have been duly adopted and are in full force and effect; (b) the Junior Lien Bonds have been duly and lawfully authorized and executed by the University and are valid and binding upon, and enforceable against, the University (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); and (c) this Bond Resolution creates the valid pledge which it purports to create of the revenues and of moneys and securities on deposit in any of the funds established hereunder subject to the application thereof to the purposes and on the conditions permitted by this Bond Resolution.

(4) There shall be on deposit on the date of accession in a Debt Service Reserve Fund, if any such Debt Service Reserve Fund is required by the resolution authorizing the Junior Lien Bonds, an amount equal to the Reserve Requirement

for such Junior Lien Bonds, considering such Junior Lien Bonds to be a Series of Bonds.

(5) There shall be deposited in the Debt Service Fund for such Series of newly-acceded Bonds the amounts which would have been required under the provisions of Section 8.04 hereof to be accumulated therein on the date of accession if said Junior Lien Bonds had originally been issued as Bonds.

(6) On the date of accession, the earnings tests prescribed by paragraph (7) of Section 4.02 shall have been met.

(7) In the event such Junior Lien Bonds were issued with variable rates, the provisions of paragraph (9) of Section 4.02 shall have been met.

Such Junior Lien Bonds may be further secured by any other source of payment lawfully available for such purpose.

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ARTICLE VII

ESTABLISHMENT OF FUNDS

Section 7.01 Requirement for Special Funds and Accounts.

For so long a time as any sum remains due and payable by way of principal or interest on the Bonds, the accounting system for the Facilities shall be so maintained as to reflect the following funds or accounts relating to the Gross Revenues and such funds or accounts shall be established and maintained, and deposits shall be made therein in the manner herein required. So long as the University establishes, under Accounting Principles, proper records of receipts and disbursements from the Revenue Fund sufficient to identify Gross Revenues deposited to a fund or for the accounting with respect to all matters and obligations relating to any portion of the Facilities, the Revenue Fund may be used for purposes of the Operation and Maintenance Fund and the Maintenance Reserve Fund, if any, and the University may, in its discretion, establish different accounts within any funds, including the Revenue Fund.

Section 7.02 The Revenue Fund.

(A) There shall be established and maintained by the University a fund designated as the Revenue Fund.

(B) All Gross Revenues shall be deposited in accordance with and in the manner prescribed by Article VIII hereof into the Revenue Fund. Money in the Revenue Fund shall be withdrawn and made use of only in the manner and in the order of priority specified in Article VIII hereof.

(C) Money in the Revenue Fund shall be invested and reinvested in accordance with the South Carolina Code in Authorized Investments having suitable maturities consonant with the need for application of such moneys. Any earnings on investment of money in the Revenue Fund are Gross Revenues and shall accrue to the benefit of the Revenue Fund.

Section 7.03 The Operation and Maintenance Fund.

(A) There shall be established and maintained by the University an Operation and Maintenance Fund. This fund is intended to provide for the payment of Operation and Maintenance Expenses.

(B) Withdrawals from the Operation and Maintenance Fund shall be made by the University in accordance, as nearly as may be practicable, with the Annual Budget then in effect.

(C) Money in the Operation and Maintenance Fund shall be invested and reinvested in accordance with the South Carolina Code in Authorized Investments having suitable maturities consonant with the need for application of such moneys. Any earnings on investment of money in the Operation and Maintenance Fund shall accrue to the benefit of the Operation and Maintenance Fund.

Section 7.04 Debt Service Funds.

(A) There shall be established and maintained a Debt Service Fund for each Series of Bonds Outstanding. Each such Debt Service Fund shall bear a Series designation as may be necessary to distinguish such Debt Service Fund and shall, subject to the other provisions of this Bond Resolution, be maintained so long as the applicable Series of Bonds shall be Outstanding. The Debt Service Funds are intended to provide for the payment of the principal of, premium, if any, and interest on the respective Series of Bonds as the same respectively fall due. Payments into such Funds shall be made in the manner prescribed by this Bond Resolution, including the applicable provisions of Article VIII hereof, and, except as herein provided, all money in the respective Debt Service Funds shall be used solely to pay the principal of, premium, if any, and interest on the Series of Bonds to which the same apply, and for no other purpose.

(B) The Debt Service Funds shall be kept in the complete custody and control of the Trustee and withdrawals from the Debt Service Funds shall be made only by the Trustee who shall transmit to the Paying Agent, for payment to each Bondholder, at such times as may be appropriate, the sums required to pay the principal of, premium, if any, and interest on the respective Series of Bonds.

(C) Money in the Debt Service Funds shall be invested and reinvested in accordance with the South Carolina Code in Authorized Investments, maturing not later than the date on which such money is required to pay the interest and/or the principal and interest next maturing. All earnings from the investments within a Debt Service Fund shall be added to and become a part of that Debt Service Fund, but shall be credited against payments that would otherwise be made to that Debt Service Fund pursuant to the provisions of Section 8.04 hereof.

Section 7.05 The Debt Service Reserve Funds.

(A) A Series Resolution may provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds Outstanding. Each such Debt Service Reserve Fund shall bear a number Series designation as may be necessary to distinguish such Debt Service Reserve Fund and shall, subject to the other provisions of this Bond Resolution, be maintained in an amount equal to the applicable Reserve Requirement, as determined pursuant to the Series Resolution so long as the applicable Series of Bonds shall be Outstanding. Each such Debt Service Reserve Fund is for the equal and ratable benefit only of Bonds of that Series. Each such fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds only, and to provide for the redemption of such Series of Bonds prior to their stated maturities. Notwithstanding anything in this Bond Resolution to the contrary, upon any shortfall of moneys in the applicable Debt Service Fund to pay principal of and interest on one or more Series of Bonds, the Trustee shall draw on the applicable Debt Service Reserve Fund, if any, to cover such shortfall. Money in each Debt Service Reserve Fund shall be used for the following purposes, and for no other, viz.:

(1) to prevent a default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that money in the applicable Debt Service Fund is insufficient for such purposes;

(2) to pay the principal of, interest on, and premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole; or

(3) to effect partial redemption of the applicable Series of Bonds; provided that subsequent to said partial redemption, the market value of the cash and securities in such Debt Service Reserve Fund, together with the value of any surety bond, insurance policy, line of credit, or letter of credit used pursuant to Section 7.05(D) hereof in lieu of a deposit of money, shall be not less than its then applicable Reserve Requirement.

(B) Each Debt Service Reserve Fund shall be kept in the complete custody and control of the Trustee and withdrawals therefrom shall be made only by the Trustee who shall transmit to the Paying Agent, for payment to each Bondholder of the applicable Series, at such times as may be appropriate, the sums required to pay the principal of, premium, if any, and interest on such Series of Bonds.

(C) Moneys in each Debt Service Reserve Fund shall be invested and reinvested in accordance with the South Carolina Code in Authorized Investments. The earnings from investments in a particular Debt Service Reserve Fund shall be added to the Revenue Fund and become a part of that Fund.

(D) Notwithstanding anything in this Bond Resolution to the contrary, the University, in lieu of the deposit of moneys into a Debt Service Reserve Fund, may satisfy the Reserve Requirement by causing to be so credited an irrevocable and unconditional surety bond or insurance policy payable to the Trustee or the Paying Agent for the benefit of the Holders of the Bonds of a Series or an irrevocable and unconditional letter of credit in an amount which together with other moneys on deposit in such Debt Service Reserve Fund is equal to the Reserve Requirement therefor, all in accordance with the terms set forth in the applicable Series Resolution.

(E) In the event a Debt Service Reserve Fund has been funded with a surety bond, insurance policy, line of credit or letter of credit and either such instrument has been drawn upon, moneys available to repay such surety bond, insurance policy, line of credit or letter of credit provider shall first be used to reinstate the surety bond, insurance policy, line of credit or letter of credit to its original amount. Any interest or fees due to the surety bond, insurance policy, line of credit or letter of credit provider, other than reinstatement, shall be subordinate to any amounts payable upon the Bonds.

(F) In the event a Debt Service Reserve Fund is funded with a surety bond, insurance policy, line of credit or letter of credit, any revenues available for debt service on the Bonds shall be distributed on a pro rata basis among the Outstanding Bonds of each Series without regard to the method or level of funding of the respective Debt Service Reserve Funds, if any, for each Series.

(G) Any cash or investments on deposit in or credited to a Debt Service Reserve Fund shall be withdrawn prior to any draw on its surety bond, insurance policy or letter of credit with

respect thereto. In the event the amount on deposit in, or credited to, a Debt Service Reserve Fund, in addition to the amount available under the surety bond, insurance policy or letter of credit in question (the "***Original Funding Instrument***") includes amounts available under another surety bond, insurance policy or letter of credit (the "***Additional Funding Instrument***"), draws on the Original Funding Instrument and the Additional Funding Instrument shall be made on a pro rata basis to fund any insufficiency in the Debt Service Fund.

Section 7.06 The Maintenance Reserve Fund.

(A) There may be established and maintained by the University a fund designated as the Maintenance Reserve Fund. The Maintenance Reserve Fund may provide, as determined by the University, a reasonable reserve for contingencies and for improvements, expansions and renovations. Money in the Maintenance Reserve Fund may be withdrawn by the University from time to time and used: (1) for the purpose of restoring or replacing depreciated or obsolete items of the Facilities; (2) for improvements, expansions and renovations to the Facilities; (3) to defray the costs of unforeseen contingencies and other expenses related to the use of the Facilities; (4) other lawful purposes deemed appropriate by the Chief Financial Officer; and (5) to prevent a default in the timely payment of principal and/or interest on Bonds or Junior Lien Bonds.

(B) Money in the Maintenance Reserve Fund may be invested and reinvested at the direction of the University to the extent permitted by law, or, if the University designates that such fund shall be held by the State Treasurer as Trustee, at the direction of the Trustee, in Authorized Investments having suitable maturities consonant with the need for application of such moneys. Any earnings on investment of money in the Maintenance Reserve Fund shall accrue to the benefit of the Maintenance Reserve Fund.

Section 7.07 Construction Funds.

(A) Whenever the University shall issue Bonds, the proceeds of which are to be used for acquisition, construction, improvement, expansion, renovation or repair of the Facilities, there may be established under the applicable Series Resolution and maintained by the Trustee a construction fund into which proceeds from sale of the Bonds of such Series, and earnings from investment thereof, shall be deposited. Each such construction fund shall bear a number Series designation as may be necessary to distinguish such construction fund and shall, subject to the other provisions of this Bond Resolution, be maintained until all funds are expended therefrom whether for the project for which the Bonds were issued or pursuant to Section 7.07(C) hereof.

(B) Money in any construction fund shall be invested and reinvested at the direction of the University to the extent permitted by law, or, if the State Treasurer is the Trustee, at the direction of the Trustee, in Authorized Investments having suitable maturities consonant with the need for application of such moneys. Any earnings on investment of money in any construction fund shall accrue to the benefit of such construction fund.

(C) Upon completion of construction, renovation or repair of any project and the expenditure of all sums necessary therefor, any moneys remaining in any construction fund at such time shall, at the discretion of the Chief Financial Officer, be used to construct, renovate,

repair or improve additional Facilities as may be approved by the Board of Trustees, or may be used to fund any amounts required to be paid to the United States Government pursuant to Section 148(f) of the Code as rebate of arbitrage earnings, or be deposited to the applicable Debt Service Fund to be used to pay interest or principal on the particular Series of Bonds.

Section 7.08 Other Funds and Accounts.

(A) There may be established and maintained by the Trustee a fund designated as the Capitalized Interest Account to provide for the payment of interest on the Bonds of the applicable Series. Any such account shall be created by the Series Resolution relating to the issuance of the Bonds of such Series as an account of the Debt Service Fund or the construction fund. Any earnings from the investment of moneys in a Capitalized Interest Account not required to pay interest on the Bonds of the applicable Series during the period for which interest on the Bonds of such Series is capitalized shall be deposited in the construction fund created by the Series Resolution relating to such Series of Bonds or, if such construction fund has been terminated, no such fund was created, or such funds are surplus to requirements, such earnings shall be disbursed to the applicable Debt Service Fund.

(B) There may be established and maintained by the Trustee a fund designated as the costs of issuance fund to provide for the payment of costs of issuance financed by the Bonds of the applicable Series. Any such account shall be created by the Series Resolution relating to the issuance of the Bonds of such Series. Any earnings from the investment of moneys in a costs of issuance fund not required to pay costs of issuance on the Bonds of the applicable Series shall be deposited in the construction fund created by the Series Resolution relating to such Series of Bonds or, if such construction fund has been terminated, no such fund was created, or such funds are surplus to requirements, such earnings shall be disbursed to the applicable Debt Service Fund.

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ARTICLE VIII

DISPOSITION OF REVENUES

Section 8.01 Deposits to the Revenue Fund; Dispositions Therefrom.

The Gross Revenues are declared to be a part of the Revenue Fund and shall from time to time be promptly deposited with the Trustee in the Revenue Fund. The dispositions from the Revenue Fund to other funds required by Sections 8.03 through 8.10 hereof shall be made as provided herein and in the order of priority established by the sequence of the remaining sections of this Article.

Section 8.02 Requirement of Annual Budget.

For each Fiscal Year, the Board of Trustees will cause to be prepared the Annual Budget for the operation of the Facilities for the next ensuing Fiscal Year (which may be a part of the general budget of the University), which shall reflect the rate schedules for the Facilities for the ensuing Fiscal Year, an estimate of the Gross Revenues and all sums which the Board of Trustees intends to spend for such Facilities during such Fiscal Year. Each such Annual Budget shall set forth all sums intended to be expended or deposited by the University pursuant to this Article VIII. Copies of such Annual Budget shall be made available to the Trustee and to any Bondholder requesting the same. The provisions of this Section shall not preclude, however, any revisions of the Annual Budget.

Section 8.03 Deposits to and Withdrawals from the Operation and Maintenance Fund.

At such times, and from time to time as shall be necessary for the purposes for which the Operation and Maintenance Fund is established, moneys in the Revenue Fund and, to the extent moneys in the Revenue Fund are insufficient, Additional Funds, if any, shall be deposited by the Trustee in the Operation and Maintenance Fund in amounts estimated by the Chief Financial Officer to be sufficient to pay Operation and Maintenance Expenses in accordance with the Annual Budget. Moneys on deposit in the Operation and Maintenance Fund shall be withdrawn by the University from time to time to pay such costs.

To the extent that moneys on deposit in the Operation and Maintenance Fund at any time exceed the amount estimated by the Chief Financial Officer to be necessary for payment of the costs referred to in this Section 8.03 during the applicable time period, such moneys may be withdrawn from the Operation and Maintenance Fund and deposited to other funds or uses referenced in Section 8.04 through 8.10 in the order of priority established by the sequence of those sections.

Section 8.04 Payments for Bonds.

To the extent that deposits have been made in the amounts and at the times required in Section 8.03, provision shall be made for the payment of the principal of and interest on all Bonds then Outstanding from the Revenue Fund and, to the extent moneys in the Revenue Fund are insufficient, Additional Funds, all without priority of any Bonds over others. To that end:

(A) On or before the fifteenth day of the month immediately preceding each Bond Payment Date, there shall be deposited in the respective Debt Service Funds an amount sufficient to discharge all interest to become due on the respective Series of Bonds on the next ensuing interest payment date; provided, however, that if provision has been made for the payment of all or part of the next installment of interest to become due on any Series of Bonds, then, in such event, the deposits required by this Paragraph (A) may be omitted, or reduced accordingly. If, as a result of the provision in a Series Resolution that any Series of Bonds shall bear interest payable for a period less than semi-annually, and any Holder of such Bonds shall receive payments of interest for any period for which payments were not made to holders of Bonds bearing interest payable semi-annually, then there shall be set aside in the applicable Debt Service Fund in trust for the benefit of the Holders of Bonds bearing interest payable semi-annually an amount of money equal to the interest accrued on the Bonds bearing interest payable semi-annually for such period.

(B) On or before the fifteenth day of the month immediately preceding each Bond Payment Date on which no payment of principal is due to be made, there shall be deposited in the respective Debt Service Funds a sum equal to one-half (1/2) of the aggregate amount of principal of all Bonds becoming due and payable on the next ensuing Bond Payment Date on which a payment of principal is due to be made. On or before the fifteenth day of the month immediately preceding each Bond Payment Date on which a payment of principal is due to be made, there shall be deposited in the respective Debt Service Funds a sum equal to the amount necessary, when added to the payment made pursuant to the preceding sentence, to discharge the aggregate amount of principal of all Bonds becoming due and payable on the ensuing Bond Payment Date. Provided, however, that if provision has been made for the payment of all or part of either of the above-referenced installments of principal to become due on the Bonds, then, in such event, the deposits required by the preceding sentence of this Paragraph may be omitted, or reduced accordingly.

(C) Notwithstanding anything contained in this Resolution to the contrary, all Subsidies received shall, without condition, be deposited directly to the Debt Service Fund for payment of principal and interest on the applicable Bonds at such times and shall be included in those amounts required to be deposited in the Debt Service Fund as specified in Section 8.04(A) and Section 8.04(B) above. The Subsidies deposited in the Debt Service Fund shall not be transferred to any other fund established under this Resolution and shall only be used to pay debt service on the applicable Bonds.

Section 8.05 Deposits for the Debt Service Reserve Funds; Valuation; Use of Excess Amounts.

(A) To the extent that deposits have been made in the amounts and at the times required in Sections 8.03 and 8.04, deposits from the Revenue Fund and, to the extent moneys in the Revenue Fund are insufficient, Additional Funds, shall next be made in the amounts required by this Section 8.05 into any Debt Service Reserve Funds. The market value of the cash and securities in each Debt Service Reserve Fund, if any, shall be calculated as of each June 30th, to be completed within 45 days after such date, in order to determine if such Debt Service Reserve Fund contains the amount required by the applicable Series Resolution and the extent to which payments therefor or withdrawals therefrom must be made. In the event the aggregate market

value of such cash and securities, together with any surety bond or letter of credit as described in Section 7.05(D) hereof, in a Debt Service Reserve Fund at the end of such Fiscal Year is determined not to equal the applicable Reserve Requirement, then the deficiency shall be met through the payment into the applicable Debt Service Reserve Fund as quickly as practicable, but in any event, in not less than two equal payments, and not later than on the 15th day of the months immediately preceding the two next succeeding Bond Payment Dates equal to 50% of the amount necessary to re-establish in such Debt Service Reserve Fund its respective Reserve Requirement. Whenever, and as of any date of calculation, the value of securities and money in any Debt Service Reserve Fund shall exceed the Reserve Requirement therefor, such excess may either be used to effect partial redemption of the applicable Series of Bonds or may be removed from the Debt Service Reserve Fund and transferred to the Revenue Fund, as directed by the Chief Financial Officer or his designee.

(B) In the event a Debt Service Reserve Fund is funded with both moneys and a surety bond, insurance policy, line of credit or letter of credit as the latter are contemplated by Section 7.05(D) hereof, any available revenues to replenish such Debt Service Reserve Fund shall be used, first, to reimburse the provider of such surety bond, insurance policy or letter of credit and thereby reinstate such surety bond, insurance policy, line of credit or letter of credit, and, second, to replenish said moneys.

(C) The value of any Authorized Investments in a Debt Service Reserve Fund shall be calculated as follows:

(1) as to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* or in *The New York Times* or on a nationally recognized securities quotation service as selected by the Trustee, the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination or, if applicable, the most recently available closing price;

(2) as to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or *The New York Times* or a nationally recognized securities quotation service as selected by the Trustee, the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(3) as to certificates of deposit and bankers acceptances, the face amount thereof, plus accrued interest; and

(4) as to any investment not specified above, the value thereof established by prior agreement between the University, the Trustee and any municipal bond insurance company insuring such Series of Bonds.

Section 8.06 Reimbursement of Interest on Amounts Advanced for Debt Service Reserve Funds.

To the extent that deposits to funds have been made in the amounts required and, if applicable, on or before the dates required in Section 8.03, 8.04 and 8.05 hereof, provision shall then be made for payment of interest on amounts advanced by the provider of any surety bond, insurance policy, line of credit or letter of credit as contemplated in Section 7.05(D) hereof.

Section 8.07 Payments for Junior Lien Bonds.

To the extent that deposits have been made in the amounts and at the times required in Sections 8.03, 8.04, 8.05, and 8.06, provision shall then be made for the payment of any other indebtedness which is junior and subordinate to the Bonds in the order of priority contemplated by the proceedings authorizing their issuance.

Section 8.08 Deposits to Maintenance Reserve Fund.

To the extent that deposits to funds have been made in the amounts required and on or before the dates required in Sections 8.03 through 8.07, the Trustee may, at the direction of the University, deposit monies in the Revenue Fund into the Maintenance Reserve Fund.

Section 8.09 Withdrawals of Funds for other Lawful Purposes.

To the extent that deposits to funds have been made in the amounts required and on or before the dates required by Sections 8.03 through 8.08 through the next ensuing Bond Payment Date, the University may withdraw moneys in excess of such amount and use them (i) to make additional deposits to the Maintenance Reserve Fund (whether such excess amounts have been budgeted or not) or (ii) in the discretion of the Board of Trustees, for any other lawful purpose of the University.

Section 8.10 Disposition of Excess Moneys in Funds.

Whenever there shall no longer be any Bond Outstanding under this Bond Resolution and all fees and expenses of the Trustee and Paying Agents and all other sums due and owing hereunder have been paid or due provision made for such payment all moneys then remaining in any fund (exclusive of moneys, if any, held therein for the purposes of Article XVI) shall, if an Event of Default as defined herein shall not then exist or be continuing, be paid to the University, exclusive, however, of any moneys then credited to any fund required for payment to the parties entitled thereto.

* * *

ARTICLE IX

AGREEMENT TO FURNISH INFORMATION WITH RESPECT TO THE FACILITIES

Section 9.01 Keeping Records.

The University recognizes that those who may from time to time hereafter be Bondholders will throughout the life of the Bonds, require full information with respect to the Facilities, the fiscal affairs of the Facilities, and all matters incident to each. To that end the University covenants and agrees that it will install and thereafter at all times maintain proper books of records and accounts, separate and distinct from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Facilities, and all revenues and receipts derived therefrom, directly or indirectly. Such books and records shall be kept in such fashion as to reveal in detail:

(1) All transactions incurred by the University with respect to the Facilities;

(2) Gross Revenues and the sources from whence derived;

(3) Operation and Maintenance Expenses;

(4) Net Revenues;

(5) All expenditures made from the several funds established by this Bond Resolution and the Series Resolutions authorizing the issuance of the Bonds;

(6) Rate schedules that may from time to time be in effect as to the Facilities; and

(7) Additional Funds; and

(8) Subsidies.

Section 9.02 Audit Required.

The University further covenants and agrees that so long as any Bonds are Outstanding, it will, as soon after the close of each Fiscal Year as possible, cause to be made and completed by the Accountants, an audit of the records, books and accounts of the University in accordance with Accounting Principles. The University shall provide a copy of such audit to the Trustee. Such audit shall comment upon any violation of any provision of any resolution authorizing the issuance of any Bonds or Junior Lien Bonds and any violation of any provision of this Bond Resolution or any Series Resolution noted by the Accountants, and such other matters as to them seem pertinent. The cost of such audit shall be treated as a part of the cost of operating and maintaining the Facilities. Copies of such audit shall also be made available to any Bondholder who shall have requested the same in writing to the Trustee.

* * *

ARTICLE X

INSURANCE

Section 10.01 Insurance.

The University covenants and agrees that so long as any Bonds are Outstanding:

(A) That it will keep the Facilities continuously insured under fire and extended coverage policies, in an amount at least equal to the face amounts of all Bonds Outstanding; provided, however, that in case the principal amount of such Outstanding Bonds shall be greater than the insurable value of the Facilities, then the University shall insure the Facilities to the extent of their insurable value;

(B) That in case of loss, the proceeds of the casualty insurance referred to in paragraph (A) above shall be applied to repair or to restore such Facilities, or the contents thereof, to their former condition, or in such manner as will make the Facilities usable, for the acquisition of additional Facilities, or for the redemption of Bonds at the earliest practicable date;

(C) That it will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the University against defalcation of all University or State employees handling money derived from the Facilities or signing checks on any bank accounts relating to the Facilities other than the Trustee, each Registrar or each Paying Agent;

(D) That all premiums on all bonds or insurance policies shall be deemed a part of the cost of operating and maintaining the Facilities;

(E) That all insurance policies shall be open to the inspection of any Bondholder at any reasonable time;

(F) That all money received by the University as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund or account depleted by the defalcation; and

(G) That it will comply with the requirements of State law regarding the mandatory purchase of liability insurance contained in Section 15-78-140 of the South Carolina Code.

Notwithstanding anything herein to the contrary, the Trustee shall have no duty hereunder to hold the insurance policies or certificates or surety bonds referred to in this Article.

* * *

ARTICLE XI

ADDITIONAL COVENANTS; DISPOSITION OF FACILITIES

Section 11.01 Additional Covenants to Secure Bonds.

The University further covenants and agrees:

(A) That neither the Facilities, nor any part thereof, nor any of the income or revenues derived from the Facilities, have been or will be hypothecated, mortgaged, otherwise pledged or encumbered, save and except as herein disclosed and provided for; and provided that nothing in this Section 11.01(A) shall prevent the University from financing the acquisition of any item or items of equipment for or related to the Facilities, which financing is secured by a purchase money security interest or the equivalent thereof;

(B) That so long as there are any Bonds outstanding and unpaid, it will perform all duties with reference to the Facilities required by the Constitution and statutes of the State, including without limitation the Enabling Act, and the University hereby irrevocably covenants, binds and obligates itself not to pledge, mortgage, or otherwise encumber the Facilities or any part thereof, or any revenues therefrom, except in the manner herein authorized, and it will not sell, lease or dispose of any portion of the Facilities, necessary or useful (as determined by the University) in the operation of the Facilities, except as herein provided until all Bonds shall be paid in full or unless and until provision shall have been made for the payment of all Bonds and the interest thereon in full, and the University further obligates itself and covenants and agrees with the Bondholders to operate and maintain in good condition the Facilities, and to collect and charge such rates for the services provided by or the use of the Facilities so that the income and revenues of the Facilities will be sufficient at all times to meet the requirements of this Bond Resolution;

(C) That it will not discriminate, nor permit discrimination, by its agents, lessees, or others operating the Facilities in the use thereof because of race, religion, creed, or national origin;

(D) That it will permit, so long as there are any Bonds Outstanding, any Bondholder to inspect the Facilities and all records and accounts thereof under reasonable terms and conditions and after reasonable notice has been given;

(E) That it will not make any use, and it shall not direct the Trustee and each fiduciary to make any use of the proceeds of any Series Bonds which Bonds were intended upon the issuance thereof to be exempt from federal income taxation, which, if such use had been reasonably expected on the date of the issuance of the Bonds of such Series would have caused such Bonds or any other Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code;

(F) That, as to any Series of Bonds which were intended at the time of their issuance to be exempt from federal income taxation, it will take all actions required of it under the Code

that are necessary to preserve the tax-exempt status of such Bonds, including without limitation, actions necessary to comply with all information reporting requirements and any obligation to rebate arbitrage earnings on the proceeds of such Bonds to the United States Government;

(G) That it will make all payments or deposits required under Articles VII and VIII of this Bond Resolution in a timely manner; and

(H) That it will, from time to time, forward to the Trustee, in writing, the name of the Chief Financial Officer and any designee of such Chief Financial Officer, together with a specimen signature of such individual.

Section 11.02 Sale and Disposition of Facilities.

So long as the Bonds are outstanding, the University covenants and agrees that it will not sell, dispose of, abandon, or change the use of the Facilities, or any part thereof, except under the following conditions:

(A) The University shall have the right to dispose of any obsolete or worn out equipment, furniture and furnishings which may be at any time a part of the Facilities, but all moneys realized therefrom shall be treated as a part of the Gross Revenues;

(B) Pursuant to resolution of the Board of Trustees, the University, upon the written recommendation of the Chief Financial Officer that such action will not adversely affect the ability of the University to discharge its obligations under this Bond Resolution, may abandon or demolish any portion of the Facilities which it finds to be no longer serviceable or may discontinue providing any service now or hereafter provided by the University whether directly or indirectly, in or by any Facilities;

(C) The University may sell or otherwise dispose of (other than as provided in Paragraphs (A) and (B) of this Section 11.02) any portion of the Facilities, provided that:

(1) The Trustee shall be provided with an appraisal from an independent certified appraiser stating that in its opinion the purchase price or other consideration to be received represents the fair market value of the portion of the Facilities sought to be sold or otherwise disposed of;

(2) The Board of Trustees shall have obtained the written recommendation of the Chief Financial Officer that such action will not adversely affect the ability of the University to discharge its obligations under this Bond Resolution;

(3) A resolution of the Board of Trustees shall have been adopted, to which shall have been appended a recommendation of the Chief Financial Officer as to the same and a copy of the appraisal referred to above, approving the sale or other disposition and prescribing that the proceeds of the sale or other disposition shall be deposited in a separate fund with the Trustee and applied either (a) to the Maintenance Reserve Fund, or (b) to the payment, defeasance, or redemption of the Bonds; and

(4) The University shall have obtained any approvals required by State law;

or;

(D) Pursuant to resolution of the Board of Trustees, the University, upon the written recommendation of the Chief Financial Officer that such action will not adversely affect the ability of the University to discharge its obligations under this Bond Resolution and upon receipt of a written opinion of Bond Counsel that such action will not adversely affect the tax-exempt status of any of the Bonds, may change from a provision of services directly by the University in or by an of the Facilities to provision of such services by an independent contractor, and vice versa.

* * *

ARTICLE XII

MODIFICATION OF RESOLUTION

Section 12.01 Modification without Bondholder Approval.

(A) The Board of Trustees may for any one or more of the following purposes at any time, or from time to time, adopt a resolution amending or supplementing this Bond Resolution, which resolution shall be fully effective in accordance with its terms:

(1) To provide for the issuance of a Series of Bonds in accordance with Article IV of this Bond Resolution;

(2) To add to the covenants and agreements of the University in this Bond Resolution, and to provide for other covenants and agreements thereafter to be observed relative to the operation, maintenance, construction or administration of any part of the Facilities; it being further specifically provided that the Chief Financial Officer is hereby authorized prior to the sale of any Series of Bonds to increase the required ratios involving Net Revenues herein or to increase the credit rating requirements for the providers of Debt Service Reserve Fund substitutes and any such increased covenant shall be set forth in the form of the Bond of that Series and each subsequent Series;

(3) To surrender any right, power or privilege reserved to or conferred upon the University by this Bond Resolution;

(4) Provided always that the security of the Bonds shall not be lessened, or in any manner impaired, to cure, correct, and remove any ambiguity or inconsistent provisions contained in this Bond Resolution;

(5) To expand the definition of "Facilities" under Section 4.25, or dispose of Facilities under Section 11.02; or

(6) To designate "Additional Funds" under Section 4.24.

(B) It is further provided that, except for a Series Resolution as permitted by paragraph (A) above and Article IV hereof, such supplemental resolution shall not become effective until a copy thereof, duly certified, shall have been filed with the Trustee and each Paying Agent.

Section 12.02 Modification with Bondholder Approval.

Except as set forth at Section 12.01, the rights and duties of the University and the Bondholders and the terms and provisions of this Bond Resolution may only be modified or altered in any respect by an amendatory or supplementary resolution adopted by the Board of Trustees with the consent of the Holders of sixty-six and two-thirds percent (66 2/3%) in

principal amount of all Bonds of each Series which would be affected by such modification or alteration then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Holders and duly acknowledged or proven in the manner of a deed capable of being recorded, and the consent of any municipal bond insurance company insuring any Bonds of a Series that would be affected, but no such modification or alteration shall:

(1) Extend the maturity of any payment of principal or interest due upon any Bond;

(2) Effect a reduction in the amount which the University is required to pay by way of principal of, interest or redemption premium on any Bonds;

(3) Effect a change as to the type of currency in which the University is obligated to effect payment of the principal of, interest and redemption premiums of any Bond;

(4) Permit the creation of a pledge of or lien upon the revenues of the Facilities prior to or equal to the Bonds, except as authorized in this Bond Resolution;

(5) Permit preference or priority of any Bonds to others;

(6) Alter or modify the provisions of Section 4.02 or of Articles V, VII, and VIII hereof; or

(7) Reduce the percentage required for the written consent to the modification or alteration of the provisions of this Bond Resolution;

without the consent of the Holders of all Bonds affected by such change or modification.

Section 12.03 Procedure for Procuring Bondholder Approval.

The University and the Trustee may rely upon the registration books maintained by the Registrar to determine who are the Holders of the Bonds. Any and all modifications made in the manner hereinabove provided for shall not become effective until there has been filed with the Trustee and each Paying Agent a copy of such amendatory or supplementary resolution hereinabove provided for, duly certified, as well as proof of consent to such modification by the Holders of sixty-six and two-thirds percent (66 2/3%) in principal amount of the Bonds of each Series then Outstanding.

* * *

ARTICLE XIII

EVENTS OF DEFAULT

Section 13.01 Events of Default.

The occurrence and continuation of any of the following events is hereby declared an "Event of Default" hereunder:

(A) Payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption;

(B) Payment of any installment of interest on any Bonds shall not be made when the same becomes due and payable;

(C) Payment of any installment of either interest or principal of any Junior Lien Bonds shall not be made when the same becomes due and payable or any other event of default shall exist with respect to any Junior Lien Bonds;

(D) The University shall for any reason be rendered incapable of fulfilling its obligations hereunder;

(E) An order or decree shall be entered with the consent or acquiescence of the University appointing a receiver, or receivers, of the Facilities, or of the revenues thereof, or any proceedings shall be instituted with the consent or acquiescence of the University for the purpose of effecting a composition between the University and its creditors whose claims relate to the Facilities, or for the purpose of adjusting claims of such creditors, pursuant to any Federal or State statute now or hereafter enacted, or if such order or decree, having been entered without the consent or acquiescence of the University, shall not be vacated or discharged or stayed on appeal within sixty (60) days after entry thereof, or if such proceeding having been instituted without the consent or acquiescence of the University, shall not be withdrawn or any orders entered shall not be vacated, discharged, or stayed on appeal within sixty (60) days after the institution of such proceedings, or the entry of such orders;

(F) The University shall fail to operate the Facilities in an efficient and business-like fashion or shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in any Series Resolution or in this Bond Resolution, and such default shall continue for thirty (30) days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the University by any Bondholder, provided that in the case of default specified in this paragraph (F), if the default be such that it cannot be corrected within the said thirty (30) day period, it shall not constitute an event of default if corrective action is instituted by the University within said thirty (30) day period and diligently pursued until the default is corrected; or

(G) The occurrence of an event of default on the part of the University under any reimbursement agreement between the University and a provider of a surety bond, insurance policy, line of credit or letter of credit as contemplated under Section 7.05(D) hereof.

The provisions of the preceding Paragraph (F) are subject to the following limitations: If by reason of force majeure the University is unable in whole or in part to carry out its agreements herein contained (other than the obligations on the part of the University contained in any of Section 4.02 or Articles V, VII and VIII hereof as to which this paragraph shall have no application), the University shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein means, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, tunnels or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the University, it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the University, and the University shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the University unfavorable to the University.

* * *

ARTICLE XIV

REMEDIES

Section 14.01 Acceleration; Annulment of Acceleration.

(A) Except as specifically provided herein, upon the happening of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall, by notice in writing to the University, declare all Bonds Outstanding immediately due and payable; provided, however, in the event a Series of Bonds has been insured by a municipal bond insurance company, the Trustee shall obtain the written consent of such municipal bond insurance company prior to declaring the Bonds of such Series due and payable. Such Bonds shall become and be immediately due and payable, anything in the Bonds or in this Bond Resolution to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment.

(B) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Resolution, the Trustee may annul such declaration and its consequences with respect to any Bonds not then due by their terms if:

(1) Moneys shall have been deposited in the respective Debt Service Funds sufficient to pay all matured installments of interest and principal (other than principal then due only because of such declaration) of all Outstanding Bonds;

(2) Moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee;

(3) All other amounts then payable by the University hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and

(4) Every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 14.02 Additional Remedies and Enforcement of Remedies.

(A) Upon the happening of any Event of Default, the Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall proceed forthwith to protect and enforce its rights and the rights of the Bondholders under this Bond Resolution by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to:

(1) Requiring the University to carry out its duties and obligations under the terms of this Bond Resolution and under the Enabling Act;

(2) Suit upon all or any part of the Bonds;

(3) Civil action to require the University to account as if it were the trustee of an express trust for the Holders of Bonds;

(4) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds; and

(5) Enforcement of any other right of the Bondholders conferred by law or by this Bond Resolution including the right to make proper application to a court of competent jurisdiction for the appointment of a receiver to administer and operate the Facilities. Such receiver shall be given full power to fix rentals and charges for the Facilities, sufficient to provide for the payment of principal of Bonds and the interest thereon, and for the payment of the expenses of operating and maintaining such Facilities, and to apply the income and revenues of such Facilities to the payment of principal of such Bonds and the interest thereon.

(B) Regardless of the happening of an Event of Default, the Trustee, if requested in writing by the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised by Counsel shall be necessary or expedient:

(1) To prevent any impairment of the security under this Bond Resolution by any acts which may be unlawful or in violation of this Bond Resolution; or

(2) To preserve or protect the interests of the Bondholders, provided that such request is in accordance with law and the provisions of this Bond Resolution and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Holders of Bonds not making such request.

Section 14.03 Application of Revenues and Other Moneys After Default.

(A) The University covenants that if an Event of Default shall happen and shall not have been remedied, the University, upon demand of the Trustee, shall pay or cause to be paid over to the Trustee:

(1) Forthwith, all moneys and securities then held by the University which is credited to any fund under this Bond Resolution; and

(2) As promptly as practicable after receipt thereof, all Gross Revenues.

(B) During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, Gross Revenues, payments and receipts in its possession and the income therefrom as follows and in the following order:

(1) To the payment of the reasonable and proper charges of the Trustee;

(2) To the payment of the necessary costs of operating and maintaining the Facilities; and

(3) To the payment of the interest and principal (and premium, if any) then due on the Bonds, as follows:

(a) Unless the principal of all of the Bonds shall have become or have been declared due and payable,

(i) First: To the payment of the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference; and

(ii) Second: To the payment to the persons entitled thereto of the unpaid principal installments (and premiums, if any) of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal (plus redemption premium, if any) due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond,

ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any differences as to the respective rates of interest specified in the Bonds.

(4) For the purposes and to the respective funds set forth in Article VIII hereof, in the order set forth therein.

Section 14.04 Remedies Not Exclusive.

No remedy by the terms of this Bond Resolution conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Bond Resolution or existing at law or in equity or by statute (including the Enabling Act) on or after the date hereof.

Section 14.05 Remedies Vested in Trustee.

All rights of action (including the right to file proof of claims) under this Bond Resolution or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds. Subject to the provisions of Section 14.03 hereof, any recovery of judgment shall be for the equal benefit of the Holders of the Outstanding Bonds.

Section 14.06 Majority of Bondholders Control Proceedings.

If an Event of Default shall have occurred and be continuing, notwithstanding anything in this Bond Resolution to the contrary, the Holders of at least a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of this Bond Resolution or for the appointment of a receiver or any other proceedings hereunder, provided that such direction is in accordance with law and the provisions of this Bond Resolution (including indemnity to the Trustee) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Bondholders not joining in such direction and provided further that nothing in this Section 14.06 shall impair the right of the Trustee in its discretion to take any other action under this Bond Resolution which it may deem proper and which is not inconsistent with such direction by Bondholders.

Section 14.07 Individual Bondholder Action Restricted.

(A) No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Bond Resolution or for the execution of any trust hereunder or for any remedy under this Bond Resolution unless:

(1) An Event of Default has occurred:

(a) under Paragraph (A) or (B) of Section 13.01 hereof;

(b) as to which the Trustee has actual notice; or

(c) as to which the Trustee has been notified in writing; and

(2) The Holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in this Bond Resolution or to institute such action, suit or proceeding in its own name; and

(3) Such Bondholders shall have offered the Trustee reasonable indemnity; and

(4) The Trustee shall have failed or refused to exercise the powers herein granted or to institute such action, suit or proceedings in its own name for a period of 60 days after receipt by it of such request and offer of indemnity.

(B) No one or more Holders of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Bond Resolution or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Holders of all Bonds Outstanding.

(C) Nothing contained in this Bond Resolution shall affect or impair, or be construed to affect or impair, the right of the Holder of any Bond:

(1) to receive payment of the principal of or interest on such Bond on the due date thereof; or

(2) to institute suit for the enforcement of any such payment on or after such due date.

Section 14.08 Termination of Proceedings.

In case any proceeding taken by the Trustee or any Bondholder on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondholders, the University, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee and the Bondholders shall continue as if no such proceeding had been taken.

Section 14.09 Waiver and Nonwaiver of Event of Default.

(A) No delay or omission of the Trustee or of any Holder of the Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article XIV to the Trustee and the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(B) The Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Bond Resolution, or before the completion of the enforcement of any other remedy under this Bond Resolution.

(C) Notwithstanding anything contained in this Bond Resolution to the contrary, the Trustee, upon the written request of the Holders of at least a majority of the aggregate principal amount of Bonds then Outstanding (including, if more than one Series of Bonds shall at the time be Outstanding, the Holders of a majority in principal amount of all Bonds then Outstanding of each such Series), shall waive any Event of Default hereunder and its consequences; provided, however, that except under the circumstances set forth in subsection (B) of Section 14.01 hereof or subsection (B) of this Section 14.09, a default in the payment of the principal of, premium, if any, or interest on, any Bond, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Bonds at the time Outstanding.

(D) In case of any waiver by the Trustee of an Event of Default hereunder, the University, the Trustee and the Bondholders shall be restored to their former positions and rights under this Bond Resolution, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this Section 14.09.

Section 14.10 Notice of Defaults.

(A) Within thirty (30) days after:

(1) The receipt of notice of an Event of Default as provided in Section 14.07(A) (1) hereof; or

(2) The happening of an Event of Default under Paragraph (A) or (B) of Section 13.01 hereof, as to which the Trustee shall be deemed to have notice,

the Trustee shall, unless such Event of Default shall have theretofore been cured, give written notice thereof by first class mail to each Holder of Bonds then Outstanding, provided that, except in the case of a default in the payment of principal (together with premium, if any) of or interest on any of the Bonds, the Trustee may withhold such notice if, in its sole judgment, it determines that the withholding of such notice is in the best interests of the Bondholders.

(B) The Trustee shall immediately notify the University of any Event of Default known to the Trustee.

* * *

ARTICLE XV

TRUSTEE AND ITS FUNCTIONS; OTHER FIDUCIARIES

Section 15.01 Appointment and Vesting of Powers in Trustee; Limitation of Rights of Bondholders to Appoint Trustee.

The University hereby appoints the State Treasurer as the Trustee. The Trustee shall be and is hereby vested with all rights and powers necessary to enable it to discharge its duties hereunder but the right of the Bondholders to appoint a trustee hereunder is limited to the circumstances contemplated by Section 15.10 hereof.

Section 15.02 Functions of Trustee.

The Trustee shall have the following additional functions:

(A) To act as custodian of the Revenue Fund, the Operation and Maintenance Fund, the Maintenance Reserve Fund, and the Debt Service Funds and any Debt Service Reserve Funds; and

(B) To make reports to the University on a monthly or such other basis as may be requested by the University, but not less often than semi-annually:

(1) Establishing balances on hand;

(2) Listing investments made for any fund handled by the Trustee;

(3) Establishing the sufficiency of each Debt Service Reserve Fund; and

(4) Listing all securities, if any, pledged pursuant to Section 15.13 hereof.

Section 15.03 Duty of Trustee with Respect to Deficits in Debt Service Funds.

It shall be the further duty of the Trustee to give written notice to the University ten (10) days prior to each Bond Payment Date, if there is any deficiency in any of the Debt Service Funds which would result in a need for further moneys to meet the payment of interest and/or principal falling due on the next ensuing Bond Payment Date, and the extent, if any, to which resort must be had to a particular Debt Service Reserve Fund to meet such deficiency.

Section 15.04 Acceptance by Trustee Required.

Prior to the delivery of any Bonds, the Trustee appointed pursuant to Section 15.01 hereof shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Bond Resolution, by executing and delivering to the University a written acceptance thereof.

Section 15.05 Liability as to Recitals in Bond Resolution and Bonds.

The recitals of fact made in this Bond Resolution and in the Bonds shall be taken as statements of the University, and the Trustee shall not be deemed to have made any representation as to the correctness of the same, nor shall the Trustee be deemed to have made any representation whatsoever as to the validity or sufficiency of this Bond Resolution or of the Bonds issued hereunder except with respect to the authentication of any Bonds. Nor shall the Trustee be under responsibility or duty with respect to the issuance of said Bonds, or the application of the proceeds thereof, except to the extent provided for herein. Nor shall the Trustee be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

Section 15.06 Trustee May Rely on Notices, etc.

The Trustee shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 15.07 Trustee Permitted to Resign.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving to the University and the Bondholders written notice of such resignation, specifying a date (not less than sixty (60) days after such notice) when such resignation shall take effect. Such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment and qualification of such successor.

Section 15.08 Removal of Trustee.

(A) The Trustee, if other than the State Treasurer, may be removed at any time by the Holders of not less than fifty percent (50%) of the principal amount of Bonds at such time Outstanding.

(B) The Trustee, if other than the State Treasurer, may likewise be removed at any time by the University with the consent and approval of the Holders of not less than fifty percent (50%) of the principal amount of the Bonds at such time Outstanding.

Section 15.09 Appointment of Successor Trustee Upon Resignation or Removal of Trustee.

(A) In case at any time the Trustee shall resign, or be removed or become incapable of acting, or be adjudged a bankrupt or insolvent, or a receiver of its property shall be appointed, or any public officer shall take charge or control of its property or affairs, a successor thereto shall be promptly appointed by a resolution of the Board of Trustees duly adopted. Such successor shall in all instances be a bank or trust company duly chartered pursuant to the laws of the United States of America or of a state thereof, shall have at the time of its appointment a combined capital stock surplus and undivided profits of not less than $100,000,000 and shall be authorized by law to perform all duties imposed upon it by this Bond Resolution and the Series Resolutions.

(B) Immediately following such appointment the University shall give written notice of such appointment to the Bondholders and any Registrar other than the Trustee.

Section 15.10 When Bondholder May Seek Successor Trustee.

If, in a proper case, no appointment of a successor Trustee shall be promptly made pursuant to Section 15.09 hereof, any Bondholder may make application to any court of competent jurisdiction for the appointment of a successor and said court may thereupon, after such notice, if any, as such court may prescribe, appoint a successor.

Section 15.11 Acceptance by Successor Trustee.

Any successor Trustee appointed hereunder shall execute and deliver to its predecessor and to the University a written acceptance of such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of its predecessor hereunder with like effect as if originally named as such Trustee and its predecessor shall be obligated to pay over, transfer, assign and deliver all moneys, securities and other property held by it to its successor, and on the written request of the University, or the successor, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may be reasonably required for the vesting and confirming in such successor all the right, title and interest of the predecessor in and to any property held by it.

Section 15.12 Effect of Trustee Merging With Another Bank.

If the Trustee is other than the State Treasurer, any bank into which the Trustee may be merged, or with which it may be consolidated, or any bank resulting from any merger or consolidation to which it shall be a party, or any bank to which the Trustee may sell or transfer all or substantially all of its business, shall become the successor without the execution or filing of any paper or the performance of any further act; provided, always, that if the University shall be dissatisfied with the institution resulting from the merger, consolidation or other action spoken of above, then the University may at any time within thirty (30) days after such action name a new Trustee (with the qualifications prescribed by Section 15.09 hereof) in lieu of the Trustee then acting.

Section 15.13 Disposition of Paid Bonds.

It shall be the duty of the Trustee to cancel all Bonds which shall have been paid, whether upon their maturity or redemption prior to maturity; such cancellation shall be done in such fashion as to render such Bonds incapable of further negotiation or hypothecation. In any event it shall furnish appropriate certificates to the University indicating the disposition of such Bonds. Upon effecting such cancellation, the Trustee shall furnish appropriate certificates to the University setting forth the disposition made of the Bonds so cancelled.

Section 15.14 Appointment of Registrar.

(A) The State Treasurer and the Chief Financial Officer shall from time to time appoint on behalf of the University a Registrar or Registrars as Registrar of the Bonds of one or more Series. The Registrar shall be required to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the University, the Trustee and the Paying Agent at all reasonable times. In addition, the Registrar shall have the duty of authenticating the Bonds of the Series as to which it serves as Registrar and such other duties as may be required of it under this Bond Resolution and the applicable Series Resolution.

(B) Any Registrar shall be the State Treasurer or a bank or trust company or other entity duly organized under the laws of the United States of America or any state thereof, having at the time of appointment a combined capital stock, surplus and undivided profits of at least $25,000,000 and authorized by law to perform all the duties imposed upon it by this Bond Resolution and the relevant Series Resolutions. The Registrar may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least sixty (60) days' notice to the Trustee, the Paying Agent, and the University. The Registrar may be removed at any time, at the direction of the University, by an instrument filed with the Registrar, the Trustee and the Paying Agent.

(C) In the event of the resignation or removal of the Registrar, the Registrar shall deliver any Bonds held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(D) In the event that the University shall fail to appoint a Registrar hereunder, or in the event that the Registrar shall resign or be removed, or be dissolved, or if the property or affairs of the Registrar shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the University shall not have appointed its successor as Registrar, the Trustee shall ipso facto be deemed to be the Registrar for all purposes of this Bond Resolution until the appointment by the University of the Registrar or successor Registrar, as the case may be.

Section 15.15 Appointment of Paying Agent.

(A) The State Treasurer and the Chief Financial Officer may from time to time appoint on behalf of the University a Paying Agent or Paying Agents as Paying Agent for the Bonds of one or more Series. The Paying Agent shall be required:

(1) to hold all sums held by it for the payment of the principal of, premium, if any, and interest on the Bonds in trust for the benefit of the Holders until such sums shall be paid to such Holders or otherwise disposed of as herein provided; and

(2) to keep such books and records as shall be consistent with prudent industry practice, to make such books and records available for inspection by the University and the Trustee at all reasonable times.

(B) Any Paying Agent shall be the State Treasurer or a bank or trust company or other entity duly organized under the laws of the United States of America or any state thereof, having at the time of appointment a combined capital stock, surplus and undivided profits of at least $50,000,000 and authorized by law to perform all the duties imposed upon it by this Bond Resolution and the relevant Series Resolutions. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least 60 days' notice to the University, the Registrar and the Trustee. The Paying Agent may be removed at any time at the direction of the University, by an instrument filed with the Registrar and the Trustee.

(C) In the event of the resignation or removal of any Paying Agent, said Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

* * *

ARTICLE XVI

DEFEASANCE

Section 16.01 Defeasance Generally.

If all of the Bonds issued pursuant to this Bond Resolution, shall have been paid and discharged, then the obligations of the University under this Bond Resolution, the pledge of revenues made hereby, and all other rights granted hereby shall cease and terminate. Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances:

(A) The Trustee, Paying Agent or other custodian authorized by the University shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient money for the payment thereof;

(B) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred on the stated maturities of such Bonds, and thereafter tender of such payment shall have been made, and the Trustee, Paying Agent or other custodian authorized by the University shall then hold in trust and irrevocably appropriated thereto, sufficient money for the payment thereof to the date of the tender of such payment; or

(C) If the University shall have deposited with the Trustee, Paying Agent or other custodian authorized by the University, in an irrevocable trust money or Government Obligations, the principal of and interest on which when due (without reinvestment thereof) will provide money which, together with the money, if any, deposited at the same time, shall be sufficient to pay, when due, the principal, interest and premium, if any, due and to become due on and prior to the maturity or, if the University has irrevocably elected to redeem Bonds, on and prior to the redemption date of such Bonds; and the University shall have provided to the Trustee from an independent firm of nationally recognized certified public accountants a report stating the opinion of such firm that the investments purchased for the irrevocable trust on the date of its establishment with amounts deposited therein on the date of its establishment will provide, from maturing principal of and interest earnings thereon and without reinvestment, sufficient amounts to pay as and when due the principal and interest on the defeased Bonds.

Section 16.02 Money to be Held in Trust - When Returnable to University.

Any money which at any time shall be deposited with the Trustee, Paying Agent or other custodian authorized by the University, by or on behalf of the University, for the purpose of paying and discharging any Bonds or the interest thereon, shall be and is hereby assigned, transferred and set over to the Trustee, Paying Agent or other custodian appointed by the University in trust for the respective Holders of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. But if, through lapse of time or otherwise, the Holders of said Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Trustee, Paying Agent or other custodian appointed by the University to forthwith return said funds to the University.

Section 16.03 Deposits With Trustee Subject to Conditions of Article XVI Hereof.

The University covenants and agrees that any money which it shall deposit with the Trustee, Paying Agent or other custodian authorized by the University shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article, and that whenever it shall have elected to redeem Bonds it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Trustee, Paying Agent or other custodian authorized by the University to cause the publication of such notice of redemption in its name and on its behalf.

* * *

ARTICLE XVII

MISCELLANEOUS

Section 17.01 Purpose of Covenants in Bond Resolution.

Every covenant, undertaking and agreement made on behalf of the University, as set forth in this Bond Resolution is made, undertaken and agreed to, for the proper securing of the payment of the principal of and interest on the Bonds. Each shall be deemed to partake of the obligation of the contract between the University and the Bondholders and shall be enforceable accordingly. In this connection, any provider of a surety bond, insurance policy, line of credit or letter of credit as contemplated under Section 7.05(D) hereunder may enforce the terms, conditions and obligations under this Bond Resolution as a third party beneficiary hereunder.

Section 17.02 Municipal Bond Insurance Company Deemed Holder.

In the event that a Series of Bonds has been insured by a municipal bond insurance company, such municipal bond insurance company shall be deemed to be the Holder of all of the Bonds of such Series for purposes of exercising the rights of Holders under Article XIV (except Section 14.01 thereof) and Section 15.08 hereof.

Section 17.03 Breach of Municipal Bond Insurance Company.

Notwithstanding anything in this Bond Resolution to the contrary, in the event a municipal bond insurance company is in breach of its obligations under the applicable municipal bond insurance policy insuring payment of a Series of Bonds, or is subject to bankruptcy or receivership proceedings, such municipal bond insurance company shall have none of the rights or powers provided to it pursuant to Article XIV and Section 17.02 hereof at the time of such breach or upon institution of such proceedings.

Section 17.04 Parties Interested Herein.

Nothing in this Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the University, the Trustee, a municipal bond insurance company that has insured a Series of Bonds, an issuer of a surety bond, line of credit, insurance policy or letter of credit to fund a Debt Service Reserve Fund, and the Holders of the Bonds, any right, remedy or claim under or by reason of this Bond Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution made by and on behalf of the University shall be for the sole and exclusive benefit of the University, the Trustee, such municipal bond insurance company and the Holders of the Bonds.

Section 17.05 Effect of Invalidity of Provisions of Bond Resolution.

If any section, paragraph, clause or provision of the Bond Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Resolution.

Section 17.06 Table of Contents and Section Headings Not Controlling.

The Table of Contents and the Headings of the several Articles and Sections of this Bond Resolution have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Bond Resolution.

Section 17.07 Repealing Clause.

All resolutions, or parts thereof, inconsistent herewith be and the same are hereby repealed to the extent of such inconsistencies, except to the extent the provisions of such resolutions constitute official intent for purposes of §1.150-2 of the Internal Revenue Code of 1986, as amended. Specifically, that bond resolution adopted by the Board of Trustees under the Enabling Act on April 12, 2002 is hereby repealed and rescinded.

* * *

EXECUTED THIS 17th day of December 2024.

Chairman, Board of Trustees
of Winthrop University

Attest:

Acting Secretary, Board of Trustees
Winthrop University

A RESOLUTION

APPROVING THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE BONDS OF WINTHROP UNIVERSITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $55,500,000; AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE BONDS; AND OTHER MATTERS RELATING THERETO

As an incident to the adoption of this resolution (this "Resolution"), the South Carolina State Fiscal Accountability Authority (the "Authority") recites the following:

WHEREAS, The Trustees of Winthrop University (the "Board of Trustees"), the governing body of Winthrop University, South Carolina (the "University"), is authorized by Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act") to make provision for the issuance of higher education revenue bonds ("Higher Education Revenue Bonds") to finance or refinance in whole or in part the cost of the acquisition, construction, reconstruction, renovation and improvement of land, buildings and other improvements to real property and equipment for the purpose of providing facilities serving the needs of the University including, but not limited to, dormitories, apartment buildings, dwelling houses, bookstores and other stores operated by the University, laundry, dining halls, cafeterias, parking facilities, student recreational, entertainment and fitness related facilities, inns, conference and other nondegree educational facilities and similar auxiliary facilities of the University and other facilities which are auxiliary to any of the foregoing, excluding, however, athletic department projects which primarily serve varsity athletic teams of the University and to issue bonds payable from the operation, sale, lease, or other disposition thereof in order to finance such construction and improvements.

WHEREAS, on December 17, 2024, the Board of Trustees adopted a resolution entitled "A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF WINTHROP UNIVERSITY HIGHER EDUCATION REVENUE BONDS AND OTHER MATTERS RELATED THERETO" (the "Bond Resolution"), as a means of providing for the issuance from time to time of Higher Education Revenue Bonds of a particular series pursuant to the provisions of a series resolution of the Board of Trustees, provided all conditions required by the Bond Resolution are met. There are no presently outstanding Higher Education Revenue Bonds of the University.

WHEREAS, on April 30, 2026, the Board of Trustees adopted a series resolution entitled "A SERIES RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE, IN ONE OR MORE SERIES, OF HIGHER EDUCATION REVENUE BONDS OF WINTHROP UNIVERSITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $55,500,000; AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES PENDING THE ISSUANCE OF THE BONDS; AND OTHER MATTERS RELATING THERETO" (the "Series Resolution") authorizing the issuance of Higher Education Revenue Bonds, Series 2026 (the "Series 2026 Bonds") to defray the cost to construct, improve and equip new student housing facilities on the campus of the University, together with related infrastructure and improvements (the "Project").

WHEREAS, the Series Resolution authorized the use of proceeds of the Series 2026 Bonds for the purposes of (i) paying the costs of, and reimbursing the University for any capital expenditures previously made in connection with, the Project, including capitalized interest on the Series 2026 Bonds, if any; and, (ii) paying the costs of issuance of the Series 2026 Bonds, including the premium on any Municipal Bond Insurance Policy or debt service reserve fund funding substitute; and (iii) paying the principal of and interest on any Series 2026 Notes (as defined below) whether at maturity or early redemption.

WHEREAS, the Series Resolution also authorizes the issuance of notes (the "Series 2026 Notes") pursuant to Title 11, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (the "Note Enabling Act") in anticipation of the issuance of the Series 2026 Bonds for the purpose for which the Series 2026 Bonds may be issued, and further authorizes the renewal or refunding of Series 2026 Notes until such time as officials of the University and the State Treasurer determine to issue the Series 2026 Bonds. The proceeds of any Series 2026 Notes issued pursuant to the Series Resolution shall be applied for the purpose for which proceeds of the Series 2026 Bonds may be applied, to provide for the renewal or refunding of any Series 2026 Notes, or to provide for the costs of issuance thereof, or any combination thereof. Article IX of the Series Resolution provides that the Chief Financial Officer and the State Treasurer must determine that the issuance of Series 2026 Notes, including any refunding or renewal Series 2026 Notes, is in the best interest of the University prior to the issuance of Series 2026 Notes.

WHEREAS, the Board of Trustees has determined that a current need exists for the Project and the University has requested the Authority approve at this time the issuance by the University of the Series 2026 Bonds and the Series 2026 Notes, and other matters related thereto, as set forth in the Series Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH CAROLINA STATE FISCAL ACCOUNTABILITY AUTHORITY, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

Section 1.01

The Bond Resolution and the Series Resolution, each in the form adopted by the Board of Trustees, have been presented to the Authority.

Section 1.02

Any capitalized term used in this Resolution, but not defined herein, shall have the meaning ascribed to such term in the Bond Resolution or the Series Resolution.

ARTICLE II

AUTHORIZATION FOR THE ISSUANCE AND SALE OF THE SERIES 2026 BONDS AND THE SERIES 2026 NOTES

Section 2.01

The Authority hereby approves and authorizes the issuance and sale of the Series 2026 Bonds in an aggregate principal amount not to exceed $55,500,000 at public or private sale in accordance with and subject to the terms of the Series Resolution, including a negotiated sale for public reoffering or private placement as authorized in Article VII thereof.

Section 2.02

The Authority hereby approves and authorizes the issuance and sale of the Series 2026 Notes in an aggregate principal amount not to exceed $55,500,000 at public or private sale in accordance with and subject to the terms of the Series Resolution, on such terms as the Chief Financial Officer and the State Treasurer determine would be in the best interest of the University. This approval to issue and sell Series 2026 Notes includes the approval to issue refunding or renewal Series 2026 Notes without further action of the Authority, as described at Section 11-17-60 of the Note Enabling Act.

Section 2.03

On the basis of the foregoing and after due consideration of the facts above recited and other matters appurtenant thereto, this Resolution has been adopted.

Dated: June 16, 2026

POPE FLYNN
GROUP

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1411 Gervais Street, Suite 300
Post Office Box 11509 (29211)
Columbia, SC 29201

MAIN 803.354.4900
FAX 803.354.4899
www.popeflynn.com

[Date of Delivery]

The Trustees of Winthrop University
Rock Hill, South Carolina

Re: $_____ Winthrop University Higher Education Revenue Bonds, Series 20__

Ladies and Gentlemen:

We have acted as bond counsel to Winthrop University (the "University") in connection with the issuance by the University of its $_____ Higher Education Revenue Bonds, Series 20__ (the "Series 20__ Bonds"). The Series 20__ Bonds are issued by the University pursuant to a bond resolution adopted by the Trustees of Winthrop University (the "Board of Trustees") on December 17, 2024 (the "Bond Resolution"); a series resolution adopted by the Board of Trustees on April 30, 2026 (the "Series Resolution," and together with the Bond Resolution, the "Resolution"); an approving resolution adopted by the State Fiscal Accountability Authority on June 16, 2026; and the Constitution and statutes of the State of South Carolina, including particularly Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act"). Each capitalized term used herein and not otherwise defined has the meaning given such term in the Resolution. Under the Resolution, both the principal of and interest on the Series 20__ Bonds, as the same shall become due, are payable solely from the Net Revenues and Additional Funds.

Regarding questions of fact material to our opinion, we have relied on the representations of the University contained in the Resolution, and in the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law:

1. The University is validly existing as a body politic and corporate and an institution of higher learning of the State of South Carolina, with the power to adopt the Resolution, perform the agreements on its part contained therein, and issue the Series 20__ Bonds.

2. The Resolution has been duly adopted by the Board of Trustees, and constitutes a valid and binding agreement of the University enforceable against the University in accordance with the terms thereof.

3. The Resolution creates a valid lien on the Net Revenues, and the Additional Funds if and when designated, pledged by the Resolution for the security of the Series 20__ Bonds and on a parity with liens securing other Bonds Outstanding or to be issued under the Resolution.

4. The Series 20__ Bonds have been duly authorized and executed by the University and are valid and binding limited obligations of the University enforceable against the University in accordance with the terms thereof, payable solely from the Net Revenues and the Additional Funds, if and when designated, as provided in the Resolution. The purposes to which the proceeds of the Series 20__ Bonds will be applied are authorized by the Enabling Act. The Series 20__ Bonds do not constitute a general indebtedness of the University or an indebtedness of any kind of the State of South Carolina.

5. Under existing law, assuming continuing compliance with certain covenants made by the University to satisfy pertinent requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations promulgated thereunder, and the accuracy of certain representations of the University, interest on the Series 20__ Bonds (i) is excluded from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals under the Code. Such interest is, however, taken into account in determining the annual adjusted financial statement income of certain applicable corporations (as defined in Section 59(k) of the Code) for the purpose of determining the application of the 15-percent alternative minimum tax imposed on the adjusted financial statement income of such corporations.

6. Under existing law, both the Series 20__ Bonds and the interest thereon are exempt from all taxation by the State of South Carolina, its counties, municipalities, and school districts, except estate, transfer, and certain franchise taxes. Interest on the Series 20__ Bonds is currently subject to the tax imposed on banks by Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, which is enforced by the South Carolina Department of Revenue as a franchise tax.

The rights of the holders of the Series 20__ Bonds and the enforceability of the Series 20__ Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, whether considered at law or in equity, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We express no opinion herein regarding the accuracy, adequacy, or completeness of any financial information furnished in connection with the purchase of the Series 20__ Bonds, or regarding the perfection or priority of the lien on the Net Revenues and the Additional Funds created under the Resolution (or any other document or instrument mentioned herein). Further, we express no opinion regarding tax consequences arising with respect to the Series 20__ Bonds other than expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

Pope Flynn, LLC

POPE FLYNN
GROUP

Pope Flynn, LLC
1411 Gervais Street, Suite 300
Post Office Box 11509 (29211)
Columbia, SC 29201

MAIN 803.354.4900
FAX 803.354.4899
www.popeflynn.com

June 16, 2026

South Carolina State Fiscal Accountability Authority
Columbia, South Carolina

Re: Not Exceeding $55,500,000 Winthrop University Higher Education Revenue Bonds, Series 2026

Ladies and Gentlemen:

We are acting as bond counsel to Winthrop University (the "Issuer") in connection with the proposed issuance by the Issuer of the above-referenced bonds (the "Bonds"). At your request, we are delivering this opinion in connection with the Issuer's request to the South Carolina State Fiscal Accountability Authority (the "SFAA") dated May 12, 2026 (the "Petition"), requesting approval of the issuance of the Bonds pursuant to the South Carolina Constitution and Acts of the General Assembly of the State of South Carolina, including particularly Title 59, Chapter 147 of the Code of Laws of South Carolina 1976, as amended (the "Act"), for the purposes of (i) paying the costs of, and reimbursing the Issuer for capital expenditures made in connection with, the Project (as defined in the Petition), including capitalized interest on the Bonds, if any; (ii) paying the costs of issuance of the Bonds, including the premium on any Municipal Bond Insurance Policy or debt service reserve fund funding substitute; and (iii) to pay the principal of and interest on any Series 2026 Notes (as defined in the Petition) whether at maturity or early redemption.

In that capacity, we have examined originals or copies of the Petition, the Bond Resolution duly adopted on December 17, 2024 by the Trustees of Winthrop University (the "Trustees"), a Series Resolution duly adopted by the Trustees on April 30, 2026 (together, the "Resolution"), and the form of the approving resolution of the SFAA in connection with the issuance of the Bonds (the "SFAA Resolution") as well as such other records and documents as we deem necessary or appropriate in rendering the opinions set forth herein (the "Other Records," and together with the Resolution, the "Transaction Documents").

In rendering the opinion expressed below, we have relied solely on our examination of the Transaction Documents referenced above. We have not made or undertaken to make any investigation as to any factual matter or as to the accuracy or completeness of any representation, warranty, data, or any other information, whether written or oral, that may have been made by or on behalf of the Issuer, the SFAA, or any other party relating to the Bonds.

In giving the opinions hereinafter expressed, we do not purport to be experts in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction other than the federal laws of the United States of America and the laws of the State of South Carolina, and the opinions are limited to the federal laws of the United States of America and the laws of the State of South Carolina.

Based on our examination and assumptions stated herein and subject to the stated qualifications and limitations, we are of the opinion on the date hereof that, under existing law:

1. The Transaction Documents contain the facts, information, and findings necessary to support the findings made by the proposed SFAA Resolution.

2. The Transactions Documents contain the facts, information, and findings necessary for the SFAA to approve the proposed SFAA Resolution; provided, however, we express no opinion about the SFAA's performance of its (i) duty of care, loyalty, good faith, or oversight, (ii) business judgement, (iii) expression of public policy, or (iv) undertaking as it relates to the evaluation of the creditworthiness or the ability of the Issuer to pay bondholders of the Bonds, if any.

3. The Transaction Documents comply with the requirements of the Act related to the SFAA approval.

4. If adopted in the form provided as part of the Petition, the SFAA Resolution complies with the applicable requirements of the Act relating to SFAA approval necessary for the issuance of the Bonds.

Except as set forth herein, we express no opinion in connection with the issuance and sale of the Bonds. The opinion expressed above is rendered solely for your benefit in considering the approval of the issuance of the Bonds under the Act. The opinion may neither be relied on by you for any other purpose, nor be used, quoted, or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinion expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

Pope Flynn, LLC

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION
MEETING OF June 16, 2026 ITEM NUMBER 17

AGENCY: Executive Director

SUBJECT: Revenue Bonds (State Housing Finance and Development Authority)

The required review of the following proposal to issue revenue bonds have been completed with satisfactory results. The project requires approval under State law.

a. Issuing Authority: State Housing Finance and Development Authority
Amount of Issue: N/E $500,000,000 Mortgage Revenue Bonds, Series 2026B&C
Allocation Needed: $500,000,000 of 2025 ceiling allocation carry forward to be used
Name of Project: Single Family Mortgage Revenue Bonds
Employment Impact: n/a
Project Description: Single Family Mortgage Revenue Bonds
Bond Counsel: Rion D. Foley, Burr & Forman LLP

AUTHORITY ACTION REQUESTED:

Adopt the resolution approving the referenced proposal to issue revenue bonds for the State Housing Finance and Development Authority.

ATTACHMENTS:

Resolution

BURR & FORMAN

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Office (843) 723-7831
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BURR.COM

May 8, 2026

Via Email

Mr. Delbert H. Singleton, Jr.
Secretary
State Fiscal Accountability Authority
1333 Main Street, Suite 700 (29201)
P.O. Box 12444
Columbia, SC 29211

Re: Proposed Not Exceeding $500,000,000 South Carolina State Housing Finance and Development Authority ("SCSHFDA") Mortgage Revenue Bonds, Series 2026B&C ("Bonds")

Dear Delbert:

In connection with the June 16, 2026 meeting of the State Fiscal Accountability Authority ("SFAA"), the following documents relating to the Bonds have been filed on the SFAA's File Drop System today:

- Bond Transmittal Form;
- Bond Summary;
- New Debt Information Form (prepared by Raymond James, Financial Advisor to the Authority), together with related Supplemental Schedules (prepared by the SCSHFDA);
- SFAA Petition;
- SFAA Resolution;
- SFAA Reliance Letter;
- SCSHFDA Authorizing Resolution; and
- Bond Counsel Opinion.

The Bonds require a Ceiling Allocation of private activity volume cap. The SCSHFDA currently has a carry-forward allocation derived from its 2025 single family mortgage revenue bond resource in sufficient amount to issue the tax-exempt Bonds without requesting additional Ceiling Allocation and the remaining taxable Bonds do not require an allocation of Ceiling Allocation of private activity volume cap. On behalf of the SCSHFDA we commit to keep the SFAA informed on the issuance of the Bonds described in the materials listed.

Please let us know if you have questions or need additional documentation.

Very truly yours,

Rion D. Foley

RDF: Kevin O'Brien
Robert Macdonald, III
Lee Ann Watson, Esq.

OFFICE OF STATE TREASURER

New Debt Information Form (NDIF) - Initial Form

SFAA Approval Date: 06/16/26 Final Version Date: 00/00/00

1. AGENCY/ISSUER & FINANCING INFORMATION

Agency #: L320 Issuer: South Carolina State Housing Finance & Development Authority Series: 2026B and 2026C

Borrower (if not Issuer):

Bond Caption: Mortgage Revenue Bonds

Bond Resolution Amount: $ 500,000,000 Est. Production/Par Amt: $ 500,000,000

(Used to calculate initial COI percentages; STO bond issues must use Par Amt *)*

Final Production/Par Amt: $ -

Submitted By:

ENTITY	SC Housing Finance & Development
BY:	Robert Macdonald
ITS:	Executive Director
Tel:	803-896-8333
Email:	robert.macdonald@schousing.com

Transaction Type/Method of Sale:

X	Public Offering:	Competitive:	Negotiated:	X
	Direct Placement:	Competitive:	Negotiated:	
	Governmental Loan/Governmental Purchaser			
	Other:			

MSRB (EMMA) Continuing Disclosure Requirement (Y/N): Yes

MSRB (EMMA) Continuing Disclosure Responsible Party: South Carolina State Housing Finance & Development Authority

2. FINANCING (NEW PORTION)

Project #: Project Name: Single Family Mortgage Revenue Bonds

Project Address/Location: Available Statewide Amount: $ 500,000,000

Project Type: Single Family Mortgages County:

Projected Avg Interest Rate: TBD Final Maturity: 07/01/57

3. FINANCING (REFUNDED PORTION)

Series to be Refunded	Refunded Maturities	Principal Refunded	IR of Refunded Bds	Est. Yield of Refunding Bds	Est NPV Svgs. ($)	Est NPV Svgs. (% of Ref. Bds)
2016B, 2017B, 2018A,	Various	$ 50,000,000.00			$ -	
		-			-	
		-			-	
	Total	**$ 50,000,000.00**	*********	*********	**$** -	

4. FINANCING WORKING GROUP

Financial Advisor:	Raymond James & Associates, Inc.	Disclosure Counsel:	Howell Linkous & Nettles
Bond Counsel:	Burr Forman McNair	Issuer's Counsel:	Internal Counsel
Underwriter:	Bank of America Securities	Trustee:	Bank of New York Mellon
Paying Agent:	Bank of New York Mellon	Other:	Underwriter's Counsel - Parker Poe Adams

5. FINANCING/PROJECT DESCRIPTION

(Briefly, explain the financing/project, the anticipated costs, & the basis for these cost estimates. Use an attachment if needed)

See attached page for details.

6. FINANCING/PROJECT APPROVAL DATES

Financing Approvals		Notes:
Issuer/Borrower Approval:	03/18/26	Prelim/ Final
JBRC Approval:	00/00/00	
SFAA Approval:	06/16/26	Proposed

Project Approvals - Phase II (State Entities Only)		Notes:
Issuer/Borrower Approval:	00/00/00	
JBRC Approval:	00/00/00	
SFAA Approval:	00/00/00	

7. TAX AND ARBITRAGE MATTERS & SPEND DOWN SCHEDULE

	Yes	No
a. Is any portion of the project, once completed, to be managed by a third-party pursuant to a management contract? (if yes, please attach copy)		X
b. Will any third-party payments (from support organizations, private entities or the federal government) related to the facility, however indirectly, be used to pay debt service on the bonds?		X

c. If yes to any of the above, please provide a square footage and cost estimate of the portion affected.

Sq. Footage - Not Applicable

Cost Estimate - $ -

	Bond Proceeds	FYE	Spend Down Schedule Notes
Est. Expenditures - Through 6 Months	$ 250,000,000	6/30/2027	Purchasing Mortgages / Fund Debt Service Reserve
Est. Expenditures - Through 12 Months	250,000,000	6/30/2027	Purchasing Mortgages
Est. Expenditures - Through 18 Months	-	00/00/00	
Est. Expenditures - Through 24 Months	-	00/00/00	
Est. Expenditures - Through 36 Months	-	00/00/00	
Est. Expenditures - Through 48 Months	-	00/00/00	
- Estimated Expenditures: Thru FY:	**$ 500,000,000**		

8. ESTIMATED/ACTUAL PROJECT SOURCES AND USES

Sources	Est. Project Budget (Sources)		Est. Project Budget (Uses)	Uses
(1) Bond Proceeds: (a) Par	$ 500,000,000		$ 501,045,250	Project Fund
(b) Premium/Accr. Int.	16,045,250		-	Capitalized Interest Fund
(2) Issuer/Borrower Contr.	12,281,500		15,000,000	Debt Service Reserve Fund
(3) Debt Service Fund Trans.	-		-	Redemption Price/Escrow Deposit
(4) Debt Service Reserve			4,781,500	Cost of Issuance (Incl. UW Disc.)
Fund Contribution	-		-	Accrued Interest
(5) Other (Specify)			7,500,000	Servicing Release Premium
Type -	-		-	Other
Residual Project Sources			-	Other
(6) Other			-	Other
(a) GF -	-		-	Other
(a) FF -	-		-	Other
(c) OF -	-		-	Other
Total Project Sources	**$ 528,326,750**		**$ 528,326,750**	**Total Project Uses**
	Surplus/Deficit	**$ -**		

9. ESTIMATED/ACTUAL BOND COI EXPENDITURES *(** Added COI entities beyond the following need an attached description **)*

COI Entity	Selected COI Vendor	Vendor #	Engagement Date (w/Engagement Ltr Attached)	Est. Fee For Services	Act. Fee For Services	($ △)
Financial Advisor	Raymond James			$ 134,000	$ -	$ 134,000
Bond Counsel	Burr Forman McNair			500,000	-	500,000
Disclosure Counsel	Howell Linkous			250,000	-	250,000
Issuer's Counsel	Internal Counsel			-	-	-
Underwriter's Counsel	Parker Poe Adams			125,000	-	125,000
Transaction Counsel				-	-	-
Legal Expenses				-	-	-
				-	-	-
Rating Agency - S&P				-	-	-
Rating Agency - Moody's				236,000	-	236,000
Rating Agency - Fitch				-	-	-
Underwriter's Compensation				3,500,000	-	3,500,000
Registrar / Paying Agent				18,000	-	18,000
Escrow Agent				-	-	-
Accountant				-	-	-
Verification Agent				-	-	-
Printing				3,500	-	3,500
Publishing				-	-	-
Advertising				-	-	-
Contingency				15,000	-	15,000
Issuer's Fee	SC JEDA / SC SHFDA			-	-	-
				$ 4,781,500	**$ -**	**$ 4,781,500**

Est. / Actual COI Fees (% of Transaction):

Financial Advisor: % of Transaction	*0.03%*	*#DIV/0!*
Bond Counsel: % of Transaction	*0.10%*	*#DIV/0!*
Total Legal Costs: % of Transaction	*0.18%*	*#DIV/0!*
Rating Agencies: % of Transaction	*0.05%*	*#DIV/0!*

UW Comp: % of Transaction	0.70%	#DIV/0!
Other COI: % of Transaction	0.01%	#DIV/0!
Total COI: % of Transaction	**0.96%**	**#DIV/0!**

South Carolina Office of State Treasurer

New Debt Information Form Attachment

6.16.2026 – South Carolina Housing Finance & Development Authority – Mortgage Revenue Bonds – $250,000,000 2026B and $250,000,000 2026C

Supplemental Response to Section 5:

This SFAA financing request seeks authorization to issue up to $500,000,000 in single-family long-term bonds, including up to $250,000,000 in tax-exempt proceeds, up to $50,000,000 in tax-exempt refunding proceeds, and up to $200,000,000 in taxable proceeds, with final amounts to be determined based on market conditions and pricing, within the overall authorization. The proceeds will be used to fund affordable housing loans for qualifying low- and moderate-income, first-time single-family homebuyers in the State of South Carolina.

Issuance costs (not including the estimated underwriter's discount) are estimated at $1,281,500 based on vendor contracts and typical fees for prior SC Housing transactions.

Key Notes

The estimated schedule for this project is as follows:

- SC Housing preliminary approval to pricing for 2026B and 2026C Bonds: 3/18/2026
- SFAA Approval of 2026B and 2026C Bonds: 6/16/2026
- SC Housing final approval of 2026B Bonds: 6/17/2026
- Pricing of 2026B Bonds: 6/23/2026-6/24/2026
- Closing of 2026B Bonds: 6/30/2026
- SC Housing final approval of 2026C Bonds: 10/21/2026
- Pricing of 2026C Bonds: 10/27/2026-10/28/2026
- Closing of 2026C Bonds: 11/26/2026

South Carolina Office of State Treasurer

New Debt Information Form Attachment

6.16.2026 – South Carolina Housing Finance & Development Authority – Mortgage Revenue Bonds – $250,000,000 2026B and $250,000,000 2026C

Production Projection

SC State Housing Finance and Development Authority
Analysis of 2026B & 2026C and Remaining 2026A Mortgage Purchases
As of 4/30/2026

Balance @ 4/30/26	
Bond Issuance - 2026A	205,000,000.00
Estimated 2026A Expended Proceeds	113,708,718.00
Remaining Balance of 2026A Proceeds	91,291,282.00
2026B Issuance	250,000,000.00
2026C Issuance	250,000,000.00
Total	591,291,282.00

	SFAA MTG	**Estimated Loan Purchase**
May-26		77,650,000.00
Jun-26	6/16/2026	69,100,000.00
Jul-26		72,100,000.00
Aug-26		35,000,000.00
Sep-26		32,000,000.00
Oct-26		43,000,000.00
Nov-26		42,000,000.00
Dec-26		35,000,000.00
Jan-27		50,000,000.00
Feb-27	2/3/2027	40,000,000.00
Mar-27		32,000,000.00
Apr-27		63,441,282.00
May-27		
		591,291,282.00
		-

NOTE: May 2026 through June 2026 estimates are based on reservations. For July 2026 and later, estimates are based on prior year purchases with year to year adjustment.

South Carolina Office of State Treasurer

New Debt Information Form Attachment

6.16.2026 – South Carolina Housing Finance & Development Authority – Mortgage Revenue Bonds – $250,000,000 2026B and $250,000,000 2026C

General Resolution Projection

SC Housing
Mortgage Revenue Bond Resolution
Projection of Total Revenues Pledged and Total Debt Service Including the Proposed Bonds

Rating Agency Cash Flow / 0% Prepayment Speed*

Date	Total Assets	Total Bonds	**Total Asset Coverage**	Date	Total Revenue	Total Debt Service	**Total Debt Service Coverage**	**Debt Service Coverage Ratio**
7/1/2026	2,364,290,114	2,084,410,000	**279,880,114**	7/1/2026	64,298,953	56,363,940	**7,935,012**	1.14
1/1/2027	2,592,885,967	2,310,975,000	**281,910,967**	1/1/2027	73,302,091	66,624,436	**6,677,655**	1.10
7/1/2027	2,568,555,048	2,284,445,000	**284,110,048**	7/1/2027	84,855,783	78,014,321	**6,841,462**	1.09
1/1/2028	2,544,747,049	2,255,285,000	**289,462,049**	1/1/2028	87,205,467	78,773,248	**8,432,219**	1.11
7/1/2028	2,521,427,871	2,226,505,000	**294,922,871**	7/1/2028	87,168,318	78,343,359	**8,824,959**	1.11
1/1/2029	2,497,926,729	2,197,280,000	**300,646,729**	1/1/2029	87,263,841	77,880,568	**9,383,274**	1.12
7/1/2029	2,473,795,534	2,167,325,000	**306,470,534**	7/1/2029	87,257,662	77,521,899	**9,735,763**	1.13
1/1/2030	2,449,145,694	2,136,735,000	**312,410,694**	1/1/2030	87,191,958	77,123,894	**10,068,064**	1.13
7/1/2030	2,423,758,014	2,105,315,000	**318,443,014**	7/1/2030	87,058,214	76,855,754	**10,202,461**	1.13
1/1/2031	2,397,554,879	2,072,965,000	**324,589,879**	1/1/2031	86,964,050	77,300,613	**9,663,437**	1.13
7/1/2031	2,370,504,859	2,039,685,000	**330,819,859**	7/1/2031	86,911,451	77,575,248	**9,336,204**	1.12
1/1/2032	2,343,809,055	2,006,440,000	**337,369,055**	1/1/2032	86,925,142	77,158,539	**9,766,603**	1.13
7/1/2032	2,316,297,494	1,972,295,000	**344,002,494**	7/1/2032	86,869,796	76,621,903	**10,247,894**	1.13
1/1/2033	2,287,932,097	1,937,190,000	**350,742,097**	1/1/2033	86,829,111	76,376,678	**10,452,433**	1.14
7/1/2033	2,258,932,113	1,901,355,000	**357,577,113**	7/1/2033	86,757,533	75,949,616	**10,807,916**	1.14
1/1/2034	2,229,365,681	1,864,845,000	**364,520,681**	1/1/2034	86,705,462	75,520,108	**11,185,354**	1.15
7/1/2034	2,200,170,084	1,828,635,000	**371,535,084**	7/1/2034	86,556,261	75,043,687	**11,512,574**	1.15
1/1/2035	2,170,211,085	1,791,590,000	**378,621,085**	1/1/2035	86,373,768	74,727,566	**11,646,203**	1.16
7/1/2035	2,139,457,202	1,753,730,000	**385,727,202**	7/1/2035	86,241,563	74,249,791	**11,991,772**	1.16
1/1/2036	2,108,879,292	1,715,730,000	**393,149,292**	1/1/2036	86,218,007	73,808,300	**12,409,708**	1.17
7/1/2036	2,077,722,263	1,677,130,000	**400,592,263**	7/1/2036	85,937,469	73,324,646	**12,612,823**	1.17
1/1/2037	2,045,819,930	1,637,730,000	**408,089,930**	1/1/2037	85,654,486	72,902,732	**12,751,753**	1.17
7/1/2037	2,013,956,154	1,598,330,000	**415,626,154**	7/1/2037	85,371,838	72,334,239	**13,037,599**	1.18
1/1/2038	1,981,322,953	1,558,090,000	**423,232,953**	1/1/2038	85,145,407	71,983,157	**13,162,250**	1.18
7/1/2038	1,947,805,156	1,516,920,000	**430,885,156**	7/1/2038	84,948,292	71,664,315	**13,283,977**	1.19
1/1/2039	1,942,496,517	1,467,180,000	**475,316,517**	1/1/2039	84,826,366	71,307,445	**13,518,921**	1.19
7/1/2039	1,909,936,395	1,425,030,000	**484,906,395**	7/1/2039	84,761,271	70,861,627	**13,899,644**	1.20
1/1/2040	1,876,579,317	1,381,895,000	**494,684,317**	1/1/2040	84,800,057	70,374,753	**14,425,305**	1.20
7/1/2040	1,842,459,016	1,337,875,000	**504,584,016**	7/1/2040	84,781,923	69,700,911	**15,081,012**	1.22
1/1/2041	1,807,306,809	1,292,650,000	**514,656,809**	1/1/2041	84,855,753	69,183,280	**15,672,472**	1.23
7/1/2041	1,771,274,855	1,246,450,000	**524,824,855**	7/1/2041	84,849,647	68,631,574	**16,218,073**	1.24
1/1/2042	1,734,421,972	1,199,235,000	**535,186,972**	1/1/2042	84,884,665	68,096,056	**16,788,609**	1.25
7/1/2042	1,696,548,830	1,150,890,000	**545,658,830**	7/1/2042	84,980,526	67,517,254	**17,463,271**	1.26
1/1/2043	1,657,576,671	1,101,225,000	**556,351,671**	1/1/2043	85,113,860	66,926,380	**18,187,480**	1.27
7/1/2043	1,617,478,191	1,050,315,000	**567,163,191**	7/1/2043	85,221,076	66,136,746	**19,084,330**	1.29
1/1/2044	1,576,292,562	998,085,000	**578,207,562**	1/1/2044	85,345,016	65,310,577	**20,034,440**	1.31
7/1/2044	1,533,944,960	944,560,000	**589,384,960**	7/1/2044	85,461,662	64,269,006	**21,192,656**	1.33
1/1/2045	1,492,172,736	891,385,000	**600,787,736**	1/1/2045	85,495,645	63,049,333	**22,446,312**	1.36
7/1/2045	1,450,081,120	837,770,000	**612,311,120**	7/1/2045	85,427,551	62,010,726	**23,416,825**	1.38
1/1/2046	1,412,484,778	788,405,000	**624,079,778**	1/1/2046	85,057,784	59,239,670	**25,818,113**	1.44
7/1/2046	1,375,799,980	739,845,000	**635,954,980**	7/1/2046	84,656,536	58,325,550	**26,330,986**	1.45
1/1/2047	1,339,108,527	691,085,000	**648,023,527**	1/1/2047	84,285,041	54,458,231	**29,826,809**	1.55
7/1/2047	1,300,166,695	640,030,000	**660,136,695**	7/1/2047	83,871,261	53,164,549	**30,706,712**	1.58
1/1/2048	1,260,920,725	588,445,000	**672,475,725**	1/1/2048	83,315,546	51,460,035	**31,855,511**	1.62
7/1/2048	1,227,973,604	543,055,000	**684,918,604**	7/1/2048	82,535,022	49,341,706	**33,193,316**	1.67
1/1/2049	1,193,870,372	496,320,000	**697,550,372**	1/1/2049	81,951,877	48,262,598	**33,689,279**	1.70
7/1/2049	1,158,460,605	448,235,000	**710,225,605**	7/1/2049	81,024,016	46,916,299	**34,107,716**	1.73
1/1/2050	1,128,807,109	405,660,000	**723,147,109**	1/1/2050	79,365,880	45,267,984	**34,097,897**	1.75
7/1/2050	1,099,966,274	363,900,000	**736,066,274**	7/1/2050	77,611,337	43,767,491	**33,843,846**	1.77
1/1/2051	1,076,140,908	326,950,000	**749,190,908**	1/1/2051	75,958,478	42,195,560	**33,762,919**	1.80
7/1/2051	1,052,896,563	290,730,000	**762,166,563**	7/1/2051	74,293,928	41,289,424	**33,004,504**	1.80
1/1/2052	1,032,366,336	257,100,000	**775,266,336**	1/1/2052	71,927,132	40,237,500	**31,689,632**	1.79
7/1/2052	1,011,172,352	223,010,000	**788,162,352**	7/1/2052	69,302,443	40,448,453	**28,853,990**	1.71
1/1/2053	993,184,398	192,095,000	**801,089,398**	1/1/2053	65,765,388	35,961,144	**29,804,244**	1.83
7/1/2053	973,757,808	159,985,000	**813,772,808**	7/1/2053	62,358,761	35,775,748	**26,583,013**	1.74
1/1/2054	953,517,971	126,920,000	**826,597,971**	1/1/2054	57,495,712	35,470,464	**22,025,248**	1.62
7/1/2054	932,121,181	92,855,000	**839,266,181**	7/1/2054	53,175,893	34,982,942	**18,192,951**	1.52
1/1/2055	910,258,919	58,030,000	**852,228,919**	1/1/2055	47,287,823	34,121,892	**13,165,931**	1.39
7/1/2055	895,699,061	30,505,000	**865,194,061**	7/1/2055	41,261,858	25,645,250	**15,616,608**	1.61
1/1/2056	887,135,826	8,540,000	**878,595,826**	1/1/2056	31,629,190	20,102,099	**11,527,091**	1.57

* 0% PSA means no prepayment of principal received from the borrower. The Authority has been experiencing prepayment between 100% - 200% PSA. 0% PSA is the most conservative measurement from the loan revenue perspective.

South Carolina Office of State Treasurer

New Debt Information Form Attachment

6.16.2026 – South Carolina Housing Finance & Development Authority – Mortgage Revenue Bonds – $250,000,000 2026B and $250,000,000 2026C

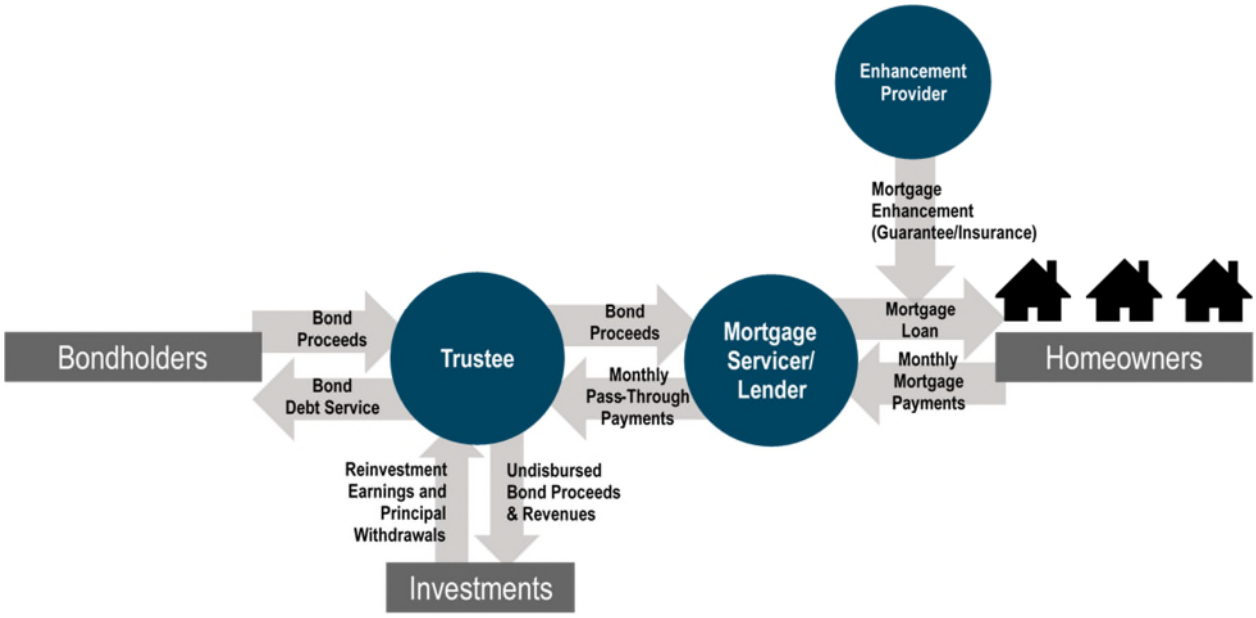
SC Housing
Mortgage Revenue Bond Resolution
Composite Debt Service Schedule for Existing Bonds and Proposed Bonds*

Rating Agency Cash Flow / 0% Prepayment Speed*

Date	Existing Bonds Debt Service	Proposed Bonds Debt Service	**Total Debt Service**
7/1/2026	56,363,940		**56,363,940**
1/1/2027	59,502,763	7,121,673	**66,624,436**
7/1/2027	60,685,248	17,329,073	**78,014,321**
1/1/2028	61,046,713	17,726,535	**78,773,248**
7/1/2028	60,625,799	17,717,560	**78,343,359**
1/1/2029	60,190,258	17,690,310	**77,880,568**
7/1/2029	59,836,651	17,685,248	**77,521,899**
1/1/2030	59,432,303	17,691,591	**77,123,894**
7/1/2030	59,181,894	17,673,860	**76,855,754**
1/1/2031	59,642,909	17,657,704	**77,300,613**
7/1/2031	59,922,294	17,652,954	**77,575,248**
1/1/2032	59,539,410	17,619,129	**77,158,539**
7/1/2032	58,999,868	17,622,035	**76,621,903**
1/1/2033	58,781,286	17,595,391	**76,376,678**
7/1/2033	58,359,619	17,589,998	**75,949,616**
1/1/2034	57,925,023	17,595,085	**75,520,108**
7/1/2034	57,478,533	17,565,154	**75,043,687**
1/1/2035	57,171,406	17,556,160	**74,727,566**
7/1/2035	56,709,134	17,540,656	**74,249,791**
1/1/2036	56,269,210	17,539,090	**73,808,300**
7/1/2036	55,811,596	17,513,050	**73,324,646**
1/1/2037	55,374,585	17,528,147	**72,902,732**
7/1/2037	54,821,343	17,512,897	**72,334,239**
1/1/2038	54,490,093	17,493,065	**71,983,157**
7/1/2038	54,165,646	17,498,668	**71,664,315**
1/1/2039	53,803,295	17,504,150	**71,307,445**
7/1/2039	53,374,131	17,487,497	**70,861,627**
1/1/2040	52,890,285	17,484,467	**70,374,753**
7/1/2040	52,224,199	17,476,712	**69,700,911**
1/1/2041	51,709,091	17,474,189	**69,183,280**
7/1/2041	51,164,990	17,466,584	**68,631,574**
1/1/2042	50,632,114	17,463,941	**68,096,056**
7/1/2042	50,066,364	17,450,890	**67,517,254**
1/1/2043	49,478,978	17,447,402	**66,926,380**
7/1/2043	48,698,936	17,437,809	**66,136,746**
1/1/2044	47,848,452	17,462,125	**65,310,577**
7/1/2044	46,809,831	17,459,175	**64,269,006**
1/1/2045	45,599,722	17,449,612	**63,049,333**
7/1/2045	44,582,370	17,428,356	**62,010,726**
1/1/2046	41,814,057	17,425,614	**59,239,670**
7/1/2046	40,904,893	17,420,657	**58,325,550**
1/1/2047	37,039,908	17,418,324	**54,458,231**
7/1/2047	35,747,531	17,417,018	**53,164,549**
1/1/2048	34,038,554	17,421,481	**51,460,035**
7/1/2048	31,944,169	17,397,538	**49,341,706**
1/1/2049	30,866,874	17,395,723	**48,262,598**
7/1/2049	29,516,116	17,400,184	**46,916,299**
1/1/2050	27,857,480	17,410,504	**45,267,984**
7/1/2050	26,371,295	17,396,196	**43,767,491**
1/1/2051	24,792,795	17,402,765	**42,195,560**
7/1/2051	23,900,153	17,389,272	**41,289,424**
1/1/2052	22,846,429	17,391,071	**40,237,500**
7/1/2052	23,052,488	17,395,966	**40,448,453**
1/1/2053	18,577,680	17,383,464	**35,961,144**
7/1/2053	18,400,609	17,375,140	**35,775,748**
1/1/2054	18,094,868	17,375,597	**35,470,464**
7/1/2054	17,613,743	17,369,199	**34,982,942**
1/1/2055	16,761,081	17,360,811	**34,121,892**
7/1/2055	8,300,098	17,345,153	**25,645,250**
1/1/2056	2,764,970	17,337,129	**20,102,099**

*The proposed bonds include a refunding component of prior bonds for the purpose of preserving volume cap (i.e., a replacement refunding), rather than a typical economic refunding that produces savings.

Single Family Transaction Flow of Funds



Key Bond Financing Documents:

- General Resolution and Supplemental Resolution
- Official Statement
- Bond Purchase Agreement

Financing Team:

Issuer	SC Housing
State Oversight	State Treasurer's Office
Bond Counsel	Burr Forman McNair
Disclosure Counsel	Howell Linkous & Nettles, LLC
Financial Advisor	Raymond James
Underwriter(s)	BofA, Wells Fargo and RBC
Underwriter's Counsel	Parker Poe Adams & Bernstein
Bond Trustee	Bank of New York Mellon
Trustee Counsel	Maynard Nexsen
Master Servicer	U.S. Bank / Lakeview
Rating Agencies	Moody's

BOND TRANSMITTAL FORM

TO: Delbert H. Singleton, Jr., Authority Secretary
State Fiscal Accountability Authority
1333 Main Street, Suite 700 (29201)
P.O. Box 12444
Columbia, SC 29211

DATE: 5/8/2026

Submitted for SFAA Meeting on: 6/16/2026

FROM: Burr Forman McNair

P.O. Box 1431
Charleston, SC 29402
(843) 723-7831

RE: South Carolina State Housing Finance and Development Authority Mortgage Revenue Bonds, Series 2026B&C

Project Name: South Carolina State Housing Finance and Development Authority Mortgage Revenue Bonds, Series 2026B&C

Documents enclosed (executed original and two copies of each):

(ALL documents required for state law approval; A and C only for ceiling allocation only; must check J or K)

A. ☒ Petition
B. ☒ Resolution or Ordinance
C. ☒ Inducement Resolution or comparable preliminary approval
D. ☒ State Fiscal Accountability Authority Resolution and Public Notice *(original)*
Plus _____ copies for certification and return to bond counsel
E. ☒ Draft bond counsel opinion letter
F. ☒ Signed SFAA Reliance letter
G. ☐ DPH Certificate of Need (C.O.N.)
H. ☒ Bond Information Report OR Bond Summary
I. ☐ Processing Fee
Amount: $Click or tap here to enter text. *Check No:* Click or tap here to enter text.
Payor: Click or tap here to enter text.

Must check (J) or (K) below:

J. ☒ There will be no Private Participants for this agenda item.
K. ☐ This agenda item is accompanied by the applicable Private Party Disclosure form for each private participant.

Bond Counsel: Rion D. Foley, Esq.
Burr Forman McNair

By: _____
(Signature of Responsible Attorney)

Bond Summary

June 16, 2026 State Fiscal Accountability Authority Meeting

Proposed Not Exceeding $500,000,000 South Carolina State Housing Finance and Development Authority (the "Authority") Mortgage Revenue Bonds, Series 2026B&C (the "Series 2026B&C Bonds") Issued in One of More Series

A. Executive Overview

1. Bonds

Pursuant to Title 31, Chapter 13, Code of Laws of South Carolina 1976, of the Authority's enabling legislation and the General Resolution of the Authority adopted on September 13, 1994 (the "General Resolution" and, as amended and supplemented, the "Resolution"), the Authority (i) adopted a Preliminary Resolution, which, in addition to other matters, authorized the issuance of $500,000,000 principal amount of the Series 2026B&C Bonds and (ii) approved the terms of sale of the Series 2026B&C Bonds.

The Authority is requesting the State Fiscal Accountability Authority to approve the issuance of the Series 2026B&C Bonds in one or more series at its meeting being held June 16, 2026.

The Authority previously received $694,748,030 in 2025 carry forward ($475,000,000 for single family qualified mortgage bonds) as set forth on the calendar year 2025 Form 8328. After the issuance of the Series 2026A Bonds the Authority has $261,037,297.55 in 2025 carry-forward for single family qualified mortgage bonds remaining. The Authority will apply this remaining carry-forward to the Series 2026B&C Bonds and the balance of such Series 2026B&C Bonds will either be taxable bonds or refunding bonds which do not require an allocation of ceiling allocation of the volume cap under section 146 of the Internal Revenue Code.

The Series 2026B&C Bonds are issued for the purpose of providing funds which, together with other moneys of the Authority, will be used (i) to finance directly or indirectly Mortgage Loans for single family residences in South Carolina pursuant to the Authority's Mortgage Revenue Bond Program including payment of a servicing release premium, (ii) to refund certain Outstanding Mortgage Revenue Bonds of the Authority, (iii) to fund the Bond Reserve Requirement and certain other Funds and Accounts with respect to the Series 2026B&C Bonds, and (iv) to pay the costs of issuing the Series 2026B&C Bonds. For additional information on use of proceeds please see the New Debt Information Form together with the related supplemental schedules attached thereto.

2. Project

The Series 2026B&C Bonds are issued for the purpose of providing funds which, together with other moneys of the Authority, will be used (i) to finance directly or indirectly Mortgage Loans for single family residences in South Carolina pursuant to the Authority's Mortgage Revenue Bond Program including payment of a servicing release premium, (ii) to refund certain Outstanding Mortgage Revenue Bonds of the Authority, (iii) to fund the Bond Reserve Requirement and certain other Funds and Accounts with respect to the Series 2026B&C Bonds, and (iv) to pay the costs of issuing the Series 2026B&C Bonds. For additional information on use of proceeds please see the New Debt Information Form together with the related supplemental schedules attached thereto. The Mortgage Loans will be made to members of the "Beneficiary class" which under the Authority's enabling legislation means the class consisting of persons and families of low income and the class consisting of persons and families of moderate to low income.

Bond Summary

June 16, 2026 State Fiscal Accountability Authority Meeting

Proposed Not Exceeding $500,000,000 South Carolina State Housing Finance and Development Authority (the "Authority") Mortgage Revenue Bonds, Series 2026B&C (the "Series 2026B&C Bonds") Issued in One of More Series

B. Plan of Finance

1. Source of Funds and Collateral

The Series 2026B&C Bonds are special obligations of the Authority payable solely from the money, income and receipts of the Authority pledged under the Resolution. The Resolution does not limit the amount of Bonds which may be issued under it. Payment of the principal or redemption price of, and interest on, all Bonds is secured ratably and equally by the assets pledged under the Resolution. Subject to the provisions of the Resolution permitting the application of any of the following as set forth in the Resolution, there are pledged for the payment of the principal or Redemption Price of and interest on the Bonds (i) the proceeds of the Bonds, (ii) the Revenues (as defined below), (iii) all money and investments in the Funds (other than the Revenue Reserve and the Earnings Rebate Fund) established by or pursuant to the Resolution, and (iv) the right, title, and interest of the Authority in and to the Mortgage Loans, the documents evidencing and securing the same and the Mortgage Purchase Agreements and servicing agreements relating thereto. All Bonds are secured on a parity and equally by those pledged assets. Under the Resolution, Revenues include: (i) all amounts received by the Authority with respect to Mortgage Loans (other than Escrow Payments and Servicing Fees) including scheduled payments of principal thereof and interest thereon and Prepayments of Mortgage Loans and, to the extent provided in the applicable Supplemental Resolution, Commitment Fees and financing fees charged by the Authority; (ii) income received on investments of money held in any Fund (other than the Revenue Reserve Fund and the Earnings Rebate Fund) established pursuant to the Resolution; and (iii) penalties paid to the Authority pursuant to Mortgage Purchase Agreements.

To provide additional security for the Bonds, the Resolution establishes a Bond Reserve Fund. The Bond Reserve Fund is required to be maintained in an amount (the "Bond Reserve Requirement") equal to the cumulative amounts, if any, established by each of the Supplemental Resolutions. The Series 2026B&C Supplemental Resolutions will require that an amount equal to 3% of the outstanding Series 2026B&C Bonds (the "2026B&C Bond Reserve Requirement") be maintained in the Bond Reserve Fund which, at the time of issuance of the Series 2026B&C Bonds, will be $15,000,000. Prior to the issuance of the Series 2026B&C Bonds, and the expected deposit to the Bond Reserve Fund of $15,000,000, the Bond Reserve Fund and consists of a combination of cash and investment securities in the amount of approximately $56,000,000.

2. Remedies Against the State

Bondholders have no recourse against the State of South Carolina.

THE SERIES 2026 A BONDS DO NOT CONSTITUTE A DEBT OR GRANT OR LOAN OF CREDIT OF THE STATE OF SOUTH CAROLINA (THE "STATE") OR ANY POLITICAL SUBDIVISION OF THE STATE AND NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF IS LIABLE THEREON. THE SERIES 2026 A BONDS ARE NOT PAYABLE OUT OF ANY FUNDS OTHER THAN THOSE OF THE AUTHORITY PLEDGED THEREFOR BY THE RESOLUTION. THE AUTHORITY HAS NO TAXING POWER. THE SOUTH CAROLINA SUPREME COURT HAS HELD THAT THE STATE MAY NOT USE APPROPRIATED MONEY TO PAY THE INDEBTEDNESS REPRESENTED BY THE AUTHORITY'S BONDS.

Pursuant to the provisions of Section 12 of the Authority's enabling legislation, the Authority has included in the Resolution the pledge and agreement of the State that the State will not limit or alter the rights vested in the Authority to fulfil the terms of the Resolution or any other agreements made with the Bondholders or in any way impair the rights and remedies of the Bondholders until the Bonds, together with any action or proceedings by or on behalf of the Bondholders, are fully met and discharged.

3. Limits, Duration, and Preconditions

The aggregate principal amount of the Series 2026B&C Bonds which may be executed, authenticated, and delivered is not limited, except as provided in the Resolution and from time to time by law. There are generally no limitations on the amount of Additional Bonds that may be issued except that the future issuances must not cause the rating on the outstanding Mortgage Revenue Bonds to be reduced. The Authority Mortgage Revenue Bonds are currently rated Aaa by Moody's which is higher than the rating Moody's maintains on the United States government which is currently rated Aa1.

Additional Bonds may be issued only upon the satisfaction of certain conditions described in the following two paragraphs and certain conditions set forth in the Resolution including delivery of a Cash Flow Certificate projecting Revenues sufficient to pay Program Expenses and Annual Debt Service when due and the deposit to the Bond Reserve Fund of amounts necessary, if any, to maintain the Bond Reserve Requirement.

Prior to the issuance of any indebtedness pursuant to the Authority's enabling legislation, the Authority must obtain approval of the issuance from the State Fiscal Accountability Authority, which consists by law of the Governor, the State Treasurer, the Comptroller General, the Chairman of the Finance Committee of the State Senate, and the Chairman of the Ways and Means Committee of the State House of Representatives. If the Fiscal Accountability Authority determines that the funds estimated to be available for the repayment of the Authority's bonds, including the proposed bonds, will be sufficient to provide for the payment of the principal and interest on the Authority's bonds thereafter to be outstanding as they become due, the Fiscal Accountability Authority is authorized to give its approval to the issuance, in whole or in part, of the proposed bonds, subject to such conditions, if any, as it may impose.

In addition to the requirement that the State Fiscal Accountability Authority authorizes the issuance of any Series of Bonds, the Authority's enabling legislation also provides that the information described above which is submitted to the Fiscal Accountability Authority must also be submitted to the Joint Bond Review Committee. The Joint Bond Review Committee by law is composed of three members of the Finance Committee of the State Senate and two additional State Senators appointed by the Chairman of the Bond Review Committee and three members of the Ways and Means Committee of the State House of Representatives and two additional State Representatives appointed by the Chairman of the Bond Review Committee. The approval of the Bond Review Committee is not legally required for the Authority to sell its bonds.

C. Related Entities and Transactions

There are no Private Participants as contemplated in the Private Participant Disclosure Forms created by the State Fiscal Accountability Authority. The issuance of the Series 2026B&C Bonds is not a conduit bond transaction.

D. Other Resolutions; Custom and Practice; Oversight and Delegation

1. Authorizing Resolutions

Resolution of the Authority giving preliminary approval to the issuance of the Series 2026B&C Bonds and authorizing a Petition to the SFAA seeking approval of the issuance of the Series 2026B&C Bonds adopted by the Authority on March 18, 2026. The Authority will also approve the final supplemental resolutions for the Series 2026B&C Bonds once the pricing details of such transactions are known. Prior to the issuance of the Series 2026B&C Bonds the Authority requires the approval of the State Fiscal Accountability Authority at its meeting scheduled for June 16, 2026.

2. Custom and Practice

The Authority intends to for the Series 2026B&C Bonds to have a taxable component with the typical tax-exempt portion. The Authority's new money tax-exempt bonds are subject to state ceiling allocation of the volume cap and the taxable bonds are not subject to state ceiling allocation of the volume cap. The demand from SC beneficiary class borrowers exceeds (is projected to exceed) the loan volume that can be financed using tax-exempt bonds because of the limitations created by the private activity volume cap limitations contained in the Internal Revenue Code section 146. To meet the demand from SC citizens eligible for single family housing bond financed mortgages the Authority proposes to issue some taxable bonds with its tax-exempt bonds to create more lendable proceeds.

Single-family housing bonds with a taxable blend combine tax-exempt mortgage revenue bonds with taxable bonds to maximize financing for first-time homebuyer programs. This strategy has previously been used numerous times by the Authority, but it has been more than 15 years since the last taxable blend transaction. This strategy has been growing in the United States for other state-based housing finance agencies over the past few years because such agencies need to finance more loans than they are able under the various state limitations on volume cap.

The Authority also proposes to issue not exceeding 50 million in tax exempt refunding bonds. Refunding bonds do not typically require volume cap because volume cap was previously allocated to the original new money bond issue being refunded. This refunding would enable to Authority to preserve up to 50 million in additional proceeds that could be used to make additional mortgages.

3. Oversight and Delegation

The Chairman of the Authority will be authorized and directed in the supplemental resolutions to execute the Series 2026B&C Bonds which will be attested by the Secretary of the Authority. The Chairman, Executive Director, Secretary, General Counsel, Controller and any other authorized officer of the Authority will be authorized and directed in the supplemental resolutions to execute any and all of the documents relating to the authorization, issuance and sale of the Series 2026B&C Bonds

including but not limited to the Bond Purchase Agreement with BofA Securities, Inc., as manager of the underwriting group.

The approval granted by the State Fiscal Accountability Authority is contingent upon the Authority submitting to the State Fiscal Accountability Authority (and its delegated agent the State Treasurer) all information required to be submitted to it pursuant to Section 31-13-220 of the Authority's enabling legislation such as the following: (i) the purpose and the principal amount of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) to be issued; (ii) the maturity schedule of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) to be issued; (iii) a schedule showing the annual debt service requirements of all outstanding bonds and short-term notes of the Authority which may include a cash flow certificate; (iv) a schedule showing the amount and source of revenues available for the payment of debt service on said bonds and short-term notes of the Authority; and (v) the method to be employed in selling the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary).

The approval of the State Fiscal Accountability Authority delegates to the State Treasurer the authority to approve, on behalf of the State Fiscal Accountability Authority, the items set forth below: (i) the Authority shall submit to the State Fiscal Accountability Authority all information required to be submitted to it pursuant to Section 31-13-220 of the Authority's enabling legislation as stated above; (ii) the State Treasurer shall approve the principal amount of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) and the rate of interest to be borne thereby upon the issuance and delivery thereof; (iii) the State Treasurer shall approve the form and substance of preliminary and final official statements to be distributed in connection with the sale of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary); (iv) the State Treasurer shall approve the form and substance of a supplemental resolution or supplemental resolutions setting forth the terms and conditions of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary); (v) the State Treasurer shall approve the terms and conditions of one or more Purchase Contract(s); and (vi) the State Treasurer shall approve the issuance of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) on behalf of the State Fiscal Accountability Authority upon making a determination that the funds anticipated to be available for the payment of the Authority's bonds and short-term notes, including the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary), will be sufficient to provide for the payment of principal and interest thereon thereafter to be outstanding as they become due.

E. Documents

Preliminary Resolution of the Authority, Petition to the SFAA, SFAA Resolution, General Resolution, Supplemental Resolution, Official Statement, Bond Purchase Agreement and Tax and Arbitrage Certificate.

Resolution of the Authority giving preliminary approval to the issuance of South Carolina State Housing Finance and Development Authority Mortgage Revenue Bonds and authorizing a Petition to the State Fiscal Accountability Authority seeking approval of the issuance of Bonds.

Bond Summary

June 16, 2026 State Fiscal Accountability Authority Meeting

Proposed Not Exceeding $500,000,000 South Carolina State Housing Finance and Development Authority (the "Authority") Mortgage Revenue Bonds, Series 2026B&C (the "Series 2026B&C Bonds") Issued in One of More Series

Petition of the Authority to the State Fiscal Accountability Authority seeking approval of the issuance of the Bonds.

Resolution of the State Fiscal Accountability Authority giving approval to the issuance of the Bonds.

General Resolution adopted by the Authority on September 13, 1994, as amended.

Series 2026B&C Supplemental Resolutions authorizing the issuance and delivery of the Bonds.

Preliminary Official Statement.

Purchase Contracts relating Bonds, among the Authority, BofA Securities, Inc., RBC Capital Markets, LLC and Wells Fargo Bank, National Association.

Official Statement dated February 18, 2026.

Tax and Arbitrage Certificate.

Bond Summary

June 16, 2026 State Fiscal Accountability Authority Meeting

Proposed Not Exceeding $500,000,000 South Carolina State Housing Finance and Development Authority (the "Authority") Mortgage Revenue Bonds, Series 2026B&C (the "Series 2026B&C Bonds") Issued in One of More Series

F. Debt Tables

SC Housing
Mortgage Revenue Bond Resolution
Projection of Total Revenues Pledged and Total Debt Service Including the Proposed Bonds

Rating Agency Cash Flow / 0% Prepayment Speed*

Date	Total Assets	Total Bonds	Total Asset Coverage	Date	Total Revenue	Total Debt Service	Total Debt Service Coverage	Debt Service Coverage Ratio
7/1/2026	2,364,290,114	2,084,410,000	**279,880,114**	7/1/2026	64,298,953	56,363,940	**7,935,012**	1.14
1/1/2027	2,592,885,967	2,310,975,000	**281,910,967**	1/1/2027	73,302,091	66,624,436	**6,677,655**	1.10
7/1/2027	2,568,555,048	2,284,445,000	**284,110,048**	7/1/2027	84,855,783	78,014,321	**6,841,462**	1.09
1/1/2028	2,544,747,049	2,255,285,000	**289,462,049**	1/1/2028	87,205,467	78,773,248	**8,432,219**	1.11
7/1/2028	2,521,427,871	2,226,505,000	**294,922,871**	7/1/2028	87,168,318	78,343,359	**8,824,959**	1.11
1/1/2029	2,497,926,729	2,197,280,000	**300,646,729**	1/1/2029	87,263,841	77,880,568	**9,383,274**	1.12
7/1/2029	2,473,795,534	2,167,325,000	**306,470,534**	7/1/2029	87,257,662	77,521,899	**9,735,763**	1.13
1/1/2030	2,449,145,694	2,136,735,000	**312,410,694**	1/1/2030	87,191,958	77,123,894	**10,068,064**	1.13
7/1/2030	2,423,758,014	2,105,315,000	**318,443,014**	7/1/2030	87,058,214	76,855,754	**10,202,461**	1.13
1/1/2031	2,397,554,879	2,072,965,000	**324,589,879**	1/1/2031	86,964,050	77,300,613	**9,663,437**	1.13
7/1/2031	2,370,504,859	2,039,685,000	**330,819,859**	7/1/2031	86,911,451	77,575,248	**9,336,204**	1.12
1/1/2032	2,343,809,055	2,006,440,000	**337,369,055**	1/1/2032	86,925,142	77,158,539	**9,766,603**	1.13
7/1/2032	2,316,297,494	1,972,295,000	**344,002,494**	7/1/2032	86,869,796	76,621,903	**10,247,894**	1.13
1/1/2033	2,287,932,097	1,937,190,000	**350,742,097**	1/1/2033	86,829,111	76,376,678	**10,452,433**	1.14
7/1/2033	2,258,932,113	1,901,355,000	**357,577,113**	7/1/2033	86,757,533	75,949,616	**10,807,916**	1.14
1/1/2034	2,229,365,681	1,864,845,000	**364,520,681**	1/1/2034	86,705,462	75,520,108	**11,185,354**	1.15
7/1/2034	2,200,170,084	1,828,635,000	**371,535,084**	7/1/2034	86,556,261	75,043,687	**11,512,574**	1.15
1/1/2035	2,170,211,085	1,791,590,000	**378,621,085**	1/1/2035	86,373,768	74,727,566	**11,646,203**	1.16
7/1/2035	2,139,457,202	1,753,730,000	**385,727,202**	7/1/2035	86,241,563	74,249,791	**11,991,772**	1.16
1/1/2036	2,108,879,292	1,715,730,000	**393,149,292**	1/1/2036	86,218,007	73,808,300	**12,409,708**	1.17
7/1/2036	2,077,722,263	1,677,130,000	**400,592,263**	7/1/2036	85,937,469	73,324,646	**12,612,823**	1.17
1/1/2037	2,045,819,930	1,637,730,000	**408,089,930**	1/1/2037	85,654,486	72,902,732	**12,751,753**	1.17
7/1/2037	2,013,956,154	1,598,330,000	**415,626,154**	7/1/2037	85,371,838	72,334,239	**13,037,599**	1.18
1/1/2038	1,981,322,953	1,558,090,000	**423,232,953**	1/1/2038	85,145,407	71,983,157	**13,162,250**	1.18
7/1/2038	1,947,805,156	1,516,920,000	**430,885,156**	7/1/2038	84,948,292	71,664,315	**13,283,977**	1.19
1/1/2039	1,942,496,517	1,467,180,000	**475,316,517**	1/1/2039	84,826,366	71,307,445	**13,518,921**	1.19
7/1/2039	1,909,936,395	1,425,030,000	**484,906,395**	7/1/2039	84,761,271	70,861,627	**13,899,644**	1.20
1/1/2040	1,876,579,317	1,381,895,000	**494,684,317**	1/1/2040	84,800,057	70,374,753	**14,425,305**	1.20
7/1/2040	1,842,459,016	1,337,875,000	**504,584,016**	7/1/2040	84,781,923	69,700,911	**15,081,012**	1.22
1/1/2041	1,807,306,809	1,292,650,000	**514,656,809**	1/1/2041	84,855,753	69,183,280	**15,672,472**	1.23
7/1/2041	1,771,274,855	1,246,450,000	**524,824,855**	7/1/2041	84,849,647	68,631,574	**16,218,073**	1.24
1/1/2042	1,734,421,972	1,199,235,000	**535,186,972**	1/1/2042	84,884,665	68,096,056	**16,788,609**	1.25
7/1/2042	1,696,548,830	1,150,890,000	**545,658,830**	7/1/2042	84,980,526	67,517,254	**17,463,271**	1.26
1/1/2043	1,657,576,671	1,101,225,000	**556,351,671**	1/1/2043	85,113,860	66,926,380	**18,187,480**	1.27
7/1/2043	1,617,478,191	1,050,315,000	**567,163,191**	7/1/2043	85,221,076	66,136,746	**19,084,330**	1.29
1/1/2044	1,576,292,562	998,085,000	**578,207,562**	1/1/2044	85,345,016	65,310,577	**20,034,440**	1.31
7/1/2044	1,533,944,960	944,560,000	**589,384,960**	7/1/2044	85,461,662	64,269,006	**21,192,656**	1.33
1/1/2045	1,492,172,736	891,385,000	**600,787,736**	1/1/2045	85,495,645	63,049,333	**22,446,312**	1.36
7/1/2045	1,450,081,120	837,770,000	**612,311,120**	7/1/2045	85,427,551	62,010,726	**23,416,825**	1.38
1/1/2046	1,412,484,778	788,405,000	**624,079,778**	1/1/2046	85,057,784	59,239,670	**25,818,113**	1.44
7/1/2046	1,375,799,980	739,845,000	**635,954,980**	7/1/2046	84,656,536	58,325,550	**26,330,986**	1.45
1/1/2047	1,339,108,527	691,085,000	**648,023,527**	1/1/2047	84,285,041	54,458,231	**29,826,809**	1.55
7/1/2047	1,300,166,695	640,030,000	**660,136,695**	7/1/2047	83,871,261	53,164,549	**30,706,712**	1.58
1/1/2048	1,260,920,725	588,445,000	**672,475,725**	1/1/2048	83,315,546	51,460,035	**31,855,511**	1.62
7/1/2048	1,227,973,604	543,055,000	**684,918,604**	7/1/2048	82,535,022	49,341,706	**33,193,316**	1.67
1/1/2049	1,193,870,372	496,320,000	**697,550,372**	1/1/2049	81,951,877	48,262,598	**33,689,279**	1.70
7/1/2049	1,158,460,605	448,235,000	**710,225,605**	7/1/2049	81,024,016	46,916,299	**34,107,716**	1.73
1/1/2050	1,128,807,109	405,660,000	**723,147,109**	1/1/2050	79,365,880	45,267,984	**34,097,897**	1.75
7/1/2050	1,099,966,274	363,900,000	**736,066,274**	7/1/2050	77,611,337	43,767,491	**33,843,846**	1.77
1/1/2051	1,076,140,908	326,950,000	**749,190,908**	1/1/2051	75,958,478	42,195,560	**33,762,919**	1.80
7/1/2051	1,052,896,563	290,730,000	**762,166,563**	7/1/2051	74,293,928	41,289,424	**33,004,504**	1.80
1/1/2052	1,032,366,336	257,100,000	**775,266,336**	1/1/2052	71,927,132	40,237,500	**31,689,632**	1.79
7/1/2052	1,011,172,352	223,010,000	**788,162,352**	7/1/2052	69,302,443	40,448,453	**28,853,990**	1.71
1/1/2053	993,184,398	192,095,000	**801,089,398**	1/1/2053	65,765,388	35,961,144	**29,804,244**	1.83
7/1/2053	973,757,808	159,985,000	**813,772,808**	7/1/2053	62,358,761	35,775,748	**26,583,013**	1.74
1/1/2054	953,517,971	126,920,000	**826,597,971**	1/1/2054	57,495,712	35,470,464	**22,025,248**	1.62
7/1/2054	932,121,181	92,855,000	**839,266,181**	7/1/2054	53,175,893	34,982,942	**18,192,951**	1.52
1/1/2055	910,258,919	58,030,000	**852,228,919**	1/1/2055	47,287,823	34,121,892	**13,165,931**	1.39
7/1/2055	895,699,061	30,505,000	**865,194,061**	7/1/2055	41,261,858	25,645,250	**15,616,608**	1.61
1/1/2056	887,135,826	8,540,000	**878,595,826**	1/1/2056	31,629,190	20,102,099	**11,527,091**	1.57

* 0% PSA means no prepayment of principal received from the borrower. The Authority has been experiencing prepayment between 100% - 200% PSA. 0% PSA is the most conservative measurement from the loan revenue perspective.

Bond Summary

June 16, 2026 State Fiscal Accountability Authority Meeting

Proposed Not Exceeding $500,000,000 South Carolina State Housing Finance and Development Authority (the "Authority") Mortgage Revenue Bonds, Series 2026B&C (the "Series 2026B&C Bonds") Issued in One of More Series

SC Housing
Mortgage Revenue Bond Resolution
Composite Debt Service Schedule for Existing Bonds and Proposed Bonds*

Rating Agency Cash Flow / 0% Prepayment Speed*

Date	Existing Bonds Debt Service	Proposed Bonds Debt Service	**Total Debt Service**
7/1/2026	56,363,940		**56,363,940**
1/1/2027	59,502,763	7,121,673	**66,624,436**
7/1/2027	60,685,248	17,329,073	**78,014,321**
1/1/2028	61,046,713	17,726,535	**78,773,248**
7/1/2028	60,625,799	17,717,560	**78,343,359**
1/1/2029	60,190,258	17,690,310	**77,880,568**
7/1/2029	59,836,651	17,685,248	**77,521,899**
1/1/2030	59,432,303	17,691,591	**77,123,894**
7/1/2030	59,181,894	17,673,860	**76,855,754**
1/1/2031	59,642,909	17,657,704	**77,300,613**
7/1/2031	59,922,294	17,652,954	**77,575,248**
1/1/2032	59,539,410	17,619,129	**77,158,539**
7/1/2032	58,999,868	17,622,035	**76,621,903**
1/1/2033	58,781,286	17,595,391	**76,376,678**
7/1/2033	58,359,619	17,589,998	**75,949,616**
1/1/2034	57,925,023	17,595,085	**75,520,108**
7/1/2034	57,478,533	17,565,154	**75,043,687**
1/1/2035	57,171,406	17,556,160	**74,727,566**
7/1/2035	56,709,134	17,540,656	**74,249,791**
1/1/2036	56,269,210	17,539,090	**73,808,300**
7/1/2036	55,811,596	17,513,050	**73,324,646**
1/1/2037	55,374,585	17,528,147	**72,902,732**
7/1/2037	54,821,343	17,512,897	**72,334,239**
1/1/2038	54,490,093	17,493,065	**71,983,157**
7/1/2038	54,165,646	17,498,668	**71,664,315**
1/1/2039	53,803,295	17,504,150	**71,307,445**
7/1/2039	53,374,131	17,487,497	**70,861,627**
1/1/2040	52,890,285	17,484,467	**70,374,753**
7/1/2040	52,224,199	17,476,712	**69,700,911**
1/1/2041	51,709,091	17,474,189	**69,183,280**
7/1/2041	51,164,990	17,466,584	**68,631,574**
1/1/2042	50,632,114	17,463,941	**68,096,056**
7/1/2042	50,066,364	17,450,890	**67,517,254**
1/1/2043	49,478,978	17,447,402	**66,926,380**
7/1/2043	48,698,936	17,437,809	**66,136,746**
1/1/2044	47,848,452	17,462,125	**65,310,577**
7/1/2044	46,809,831	17,459,175	**64,269,006**
1/1/2045	45,599,722	17,449,612	**63,049,333**
7/1/2045	44,582,370	17,428,356	**62,010,726**
1/1/2046	41,814,057	17,425,614	**59,239,670**
7/1/2046	40,904,893	17,420,657	**58,325,550**
1/1/2047	37,039,908	17,418,324	**54,458,231**
7/1/2047	35,747,531	17,417,018	**53,164,549**
1/1/2048	34,038,554	17,421,481	**51,460,035**
7/1/2048	31,944,169	17,397,538	**49,341,706**
1/1/2049	30,866,874	17,395,723	**48,262,598**
7/1/2049	29,516,116	17,400,184	**46,916,299**
1/1/2050	27,857,480	17,410,504	**45,267,984**
7/1/2050	26,371,295	17,396,196	**43,767,491**
1/1/2051	24,792,795	17,402,765	**42,195,560**
7/1/2051	23,900,153	17,389,272	**41,289,424**
1/1/2052	22,846,429	17,391,071	**40,237,500**
7/1/2052	23,052,488	17,395,966	**40,448,453**
1/1/2053	18,577,680	17,383,464	**35,961,144**
7/1/2053	18,400,609	17,375,140	**35,775,748**
1/1/2054	18,094,868	17,375,597	**35,470,464**
7/1/2054	17,613,743	17,369,199	**34,982,942**
1/1/2055	16,761,081	17,360,811	**34,121,892**
7/1/2055	8,300,098	17,345,153	**25,645,250**
1/1/2056	2,764,970	17,337,129	**20,102,099**

*The proposed bonds include a refunding component of prior bonds for the purpose of preserving volume cap (i.e., a replacement refunding), rather than a typical economic refunding that produces savings. See Section D3 above.

Bond Summary

June 16, 2026 State Fiscal Accountability Authority Meeting

Proposed Not Exceeding $500,000,000 South Carolina State Housing Finance and Development Authority (the "Authority") Mortgage Revenue Bonds, Series 2026B&C (the "Series 2026B&C Bonds") Issued in One of More Series

New revenues are generated from monthly payments on Mortgage Loans that are funded with the proposed Series 2026B&C Bond proceeds. Mortgage revenues will vary based on prepayment speeds. The revenues reflected in the chart above assume a conservative scenario of 0% prepayment, under which only scheduled principal and interest payments are received by the Authority. No member of the Beneficiary Class is obligated to pay revenues for these Mortgage Loans unless they elect to obtain a Mortgage Loan. If a member of the Beneficiary Classes desires to have a Mortgage Loan that is more cost effective than a mortgage loan that can be obtained in the conventional market, he/she will apply for and obtain a Mortgage Loan and agree to pay these revenues as a result of such election to obtain a Mortgage Loan funded by the Authority's Mortgage Revenue Bonds.

Bond Counsel: Rion D. Foley, Esq.
Burr Forman McNair

By: _____
(Signature of Responsible Attorney)

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

TO THE STATE FISCAL ACCOUNTABILITY AUTHORITY OF SOUTH CAROLINA	PETITION

This Petition of the South Carolina State Housing Finance and Development Authority (the "Authority") respectfully shows:

1. The Authority is empowered by the provisions of Title 31, Chapter 13, Code of Laws of South Carolina 1976, as amended (the "Act") upon the approval of the State Fiscal Accountability Authority of South Carolina (the "SFAA"), to issue bonds, the principal proceeds of which are to be applied to providing sanitary and safe residential housing for persons and families of low and moderate to low income at prices which such persons can afford and/or to refund any such bonds of the Authority.

2. The Authority has determined that there exists both a demand, and a need for money to provide mortgage loans directly (or indirectly through mortgage-backed securities) to members of the beneficiary classes at affordable prices. In order to meet such demand, the Authority requests that it be empowered to issue and sell one or more series of long-term tax-exempt bonds and/or long-term taxable bonds in an amount not to exceed $500,000,000 to make such mortgage loans directly (or indirectly through mortgage-backed securities) and/or to refund any such bonds of the Authority. Certain taxable and refunding portions of the Series 2026B&C Bonds (Tax-Exempt and/or Taxable) or such other numbering convention as may be necessary will not require the use of the State Ceiling. The Series 2026B&C Bonds (Tax-Exempt and/or Taxable) or such other numbering convention as may be necessary are collectively referred to as the "Series 2026B&C Bonds".

3. The Series 2026B&C Bonds, other than any portion of which are taxable, if any, will be "private activity bonds" within the meaning of such term in Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), which imposes a "volume cap" on private activity bonds (other than most refunding bonds) by way of a "State Ceiling" (as such term is used in Section 146(d) of the Code) applicable to each state.

4. The Authority is an "issuing authority" contemplated in 1-11-510 of the SC Code of Laws, as amended, and is authorized to receive an allocation of the State of South Carolina's private activity bond volume cap limit set forth in Section 146 of the Code. The SFAA is responsible for making allocations of the State Ceiling.

5. The Authority may utilize, to the extent required by the Code, State Ceiling carryforward previously allocated to the Authority so that the tax-exempt portion of the Series 2026B&C Bonds may be issued. In addition, the Authority may supplement the issuance of the tax-exempt portion of the Series 2026B&C Bonds with the issuance of long term taxable bonds to be blended with such long term tax-exempt bonds.

6. The Series 2026B&C Bonds will be issued pursuant to the General Resolution adopted by the Authority on September 13, 1994, a copy of which has been filed with the SFAA, and one or more Supplemental Resolutions to be adopted by the Authority.

7. It is anticipated that the Series 2026B&C Bonds issued in one or more series will be sold at prices and at rates which will enable the Authority to make mortgage loans directly (or indirectly through mortgage-backed securities) to members of the beneficiary classes at competitive rates. If the primary purpose of the applicable series of the Series 2026B&C Bonds is refunding prior bonds of the Authority, the Authority may determine that refunding certain of its prior bonds will result in lower total interest costs, after taking into consideration the costs of such refunding, and is expected to provide overall better economic return to the Authority over the life of the applicable series of the Series 2026B&C Bonds; however, such refundings may also be structured as replacement refundings for the purpose of preserving State Ceiling.

8. The income to be received by the Authority from the mortgage loans purchased directly with the proceeds of the applicable series of the Series 2026B&C Bonds (or indirectly through mortgage-backed securities) and invested reserves will produce a spread within any applicable arbitrage limits imposed by the United States Treasury but will at the same time provide a proper margin to insure the prompt payment of the principal of and interest on the applicable series of the Series 2026B&C Bonds and other bonds outstanding as they mature and become due and money to pay the expenses of the Authority for its program, including expenses incident to the servicing of the loans purchased with the proceeds of the applicable series of the Series 2026B&C Bonds and other bonds outstanding.

9. This Petition constitutes the Authority's request that the SFAA approve the issuance of the Series 2026B&C Bonds in one or more series.

10. It is anticipated that the applicable series of the Series 2026B&C Bonds will be rated at least "Aa" by Moody's Investors Service, Inc.

11. The Authority requests that the SFAA delegate to the State Treasurer (i) the ability to approve the principal amount and interest rate on the applicable series of the Series 2026B&C Bonds, (ii) to approve the form and substance of preliminary and final official statements to be distributed in connection with the sale of the applicable series of the Series 2026B&C Bonds; (iii) to approve the form and substance of a supplemental resolution or supplemental resolutions setting forth the terms and conditions of the applicable series of the Series 2026B&C Bonds; (iv) to approve the terms and conditions of the Purchase Contract(s); and (v) upon making a determination that the funds anticipated to be available for the payment of the Authority's bonds, including the applicable series of the Series 2026B&C Bonds, will be sufficient to provide for the payment of principal and interest thereon, to grant on behalf of the SFAA final approval for the issuance of the Series 2026B&C Bonds in one or more series. Prior to the issuance and delivery of the applicable series of the Series 2026B&C Bonds, the Authority will submit to the SFAA all information required by §31-13-220 of the Act, to wit:

(a) the purpose and the principal amount of the applicable series of the Series 2026B&C Bonds to be issued;

(b) the maturity schedule of the applicable series of the Series 2026B&C Bonds to be issued;

(c) a schedule showing the annual debt service requirements of all outstanding bonds and short-term notes of the Authority;

(d) a schedule showing the amount and source of revenues available for the payment of debt service on said bonds and short-term notes; and

(e) the method to be employed in selling the applicable series of the Series 2026B&C Bonds.

12. The Authority stands ready to produce any further information required by the SFAA.

WHEREFORE, on the basis of the foregoing, the Authority prays:

That the SFAA approve the issuance of the Series 2026B&C Bonds (or such other numbering convention) in one or more series.

Respectfully submitted,

SOUTH CAROLINA STATE HOUSING
FINANCE AND DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director

March 18, 2026

A RESOLUTION

MAKING PRELIMINARY PROVISION FOR THE ISSUANCE OF NOT EXCEEDING $500,000,000 (IN ONE OR MORE SERIES) AGGREGATE PRINCIPAL AMOUNT OF SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY MORTGAGE REVENUE BONDS, SERIES 2026B&C (TAX-EXEMPT AND/OR TAXABLE) OR SUCH OTHER NUMBERING CONVENTION AS MAY BE NECESSARY, AND OTHER MATTERS RELATED THERETO.

WHEREAS, the South Carolina State Housing Finance and Development Authority (the "Authority") is authorized and empowered by Title 31, Chapter 13, Code of Laws of South Carolina 1976, as amended (the "Act") to issue bonds, the principal proceeds of which will be used to provide sanitary and safe residential housing for persons and families of low income and of moderate to low income at prices which such persons can afford and/or refund any such bonds of the Authority; and

WHEREAS, upon making a determination that a demand for money for mortgage loans is sufficient to justify the issuance of bonds and upon the approval of the State Fiscal Accountability Authority of South Carolina (the "SFAA"), the Authority may, from time to time, issue a series of its bonds for the purpose of obtaining funds with which to provide sanitary and safe residential housing for beneficiary classes at prices which such persons can afford and/or refund any such bonds of the Authority; and

WHEREAS, the Authority has formulated a plan for the issuance of tax-exempt and/or taxable South Carolina State Housing Finance and Development Authority Mortgage Revenue Bonds, Series 2026B&C (Tax-Exempt and/or Taxable) or such other numbering convention as may be necessary, which may include long-term tax-exempt bonds and/or long-term taxable bonds not requiring State Ceiling (the "Series 2026B&C Bonds"), in one or more series pursuant to the Act, such plan being conditioned upon the Authority's underwriters' ability to sell bonds in a par principal amount of not exceeding $500,000,000; and

WHEREAS, the Authority is an "issuing authority" contemplated in 1-11-510 of the SC Code of Laws, as amended, and is authorized to receive an allocation of the State of South Carolina's private activity bond volume cap limit set forth in Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Authority has determined that there exists both a demand and a need for affordable mortgage money such as to justify the issuance of the Series 2026B&C Bonds in one or more series upon the terms and conditions stated herein and has determined that revenues and other moneys estimated to hereafter be available for the payment thereof will provide moneys required for the payment of principal and interest on the Series 2026B&C Bonds and other bonds outstanding as they become due; and

WHEREAS, in light of additional demand for mortgage loans, the Authority has formulated a plan for the issuance of the Series 2026B&C Bonds in one or more series pursuant to the Act, and upon approval by the SFAA of the issuance of such Series 2026B&C Bonds; and

WHEREAS, such plan may not be fully implemented without the (i) granting by the SFAA of additional allocation of the State Ceiling established by Section 146 of the Code (the "State Ceiling") relating

to the issuance of private activity bonds, and/or (ii) issuance of long term taxable bonds to be blended with the long term tax-exempt bonds; and

WHEREAS, the Authority proposes (i) to make provision for one or more additional series of new money tax-exempt bonds and/or taxable bonds comprising a portion of the Series 2026B&C Bonds, certain of which may require the use of State Ceiling previously allocated or to be allocated to the Authority; (ii) to make provision for one or more additional series of tax-exempt bonds which will comprise a portion of the Series 2026B&C Bonds for the purpose of refunding certain bonds of the Authority; and (iii) to make provision for one or more additional series of taxable bonds which will comprise a portion of the Series 2026B&C Bonds for the purpose of refunding certain bonds of the Authority all in an aggregate par principal amount not to exceed $500,000,000; and

WHEREAS, the primary purpose of the Series 2026B&C Bonds in one or more series is to finance mortgage loans directly (or indirectly through mortgage-backed securities) and the refunding of prior bonds of the Authority and the Authority has determined that sufficient persons or families of the beneficiary classes are unable to pay the amount charged by private enterprise for such mortgage loans directly (or indirectly through mortgage-backed securities); and

WHEREAS, the Authority may make a determination that refunding certain of its prior bonds will result in lower total interest costs, after taking into consideration the costs of such refunding, and is expected to provide overall better economic return to the Authority over the life of the applicable series of the Series 2026B&C Bonds; however, such refundings may also be structured as replacement refundings for the purpose of preserving State Ceiling.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY IN MEETING DULY ASSEMBLED:

Section 1. **Adoption of Premises**. Each statement of fact set forth in the preamble hereto has been carefully examined and has been found to be in all respects true and correct.

Section 2. **Sale of the Series 2026B&C Bonds; Execution of Purchase Contract**. The Chairman (the "Chairman") of the Board of Commissioners of the Authority (the "Board of Commissioners") and the Executive Director (the "Executive Director") of the Authority and each of them are hereby authorized to sell any or all of the Series 2026B&C Bonds in one or more series to the Authority's underwriters (the "Underwriters") headed by BofA Securities, Inc. pursuant to the terms and conditions of one or more Purchase Contract(s) in substantially the form heretofore employed by the Authority in connection with the sale of its mortgage revenue bonds. The Authority hereby conferred may be exercised as long as the issuance and delivery of the Series 2026B&C Bonds in one or more series will not result in a lowering of the credit rating on the Authority's mortgage revenue bonds. The Chairman and the Executive Director shall ensure that the arrangements for the sale of the Series 2026B&C Bonds in one or more series comply with the Authority's general policy regarding distribution of bonds and availability to residents of the State of South Carolina and with the terms and conditions stated herein.

Section 3. **Preliminary and Final Official Statement**. The distribution and use of preliminary and final official statements in connection with the sale of the Series 2026B&C Bonds in one or more series is hereby authorized. Said preliminary and final official statements shall be in substantially the forms heretofore used in connection with the distribution of the Authority's mortgage revenue bonds with such changes, additions, deletions, or modifications as are consistent with the details of the applicable series of the Series 2026B&C Bonds or as are recommended by the Underwriters and accepted by disclosure counsel, bond counsel and the staff of the Authority. The Chairman and the Executive Director are hereby

authorized and directed to take such action as they deem appropriate or as is requested of either of them in connection with the distribution of preliminary and/or final official statements.

Section 4. **Petition to the State Fiscal Accountability Authority**. The Chairman, the Executive Director and/or the legal counsel to the Authority are hereby authorized and directed to prepare and present in a Petition (or Petitions) to the SFAA (the form of such Petition in substantially final form is attached hereto as Exhibit A). Such petition shall include the information prescribed by §31-13-220 of the Act which shall include, among other things, a request that the issuance of the Series 2026B&C Bonds in one or more series be approved by the SFAA, the pertinent terms and provisions of the applicable series of the Series 2026B&C Bonds determined as provided in this Resolution, and of the outstanding bonds of the Authority.

Section 5. **Resolution of State Fiscal Accountability Authority**. The Authority approves the form of Resolution of the SFAA in the form attached hereto as Exhibit B.

Section 6. **Series 2026B&C Supplemental Resolution**. The Board of Commissioners in a meeting duly assembled shall be presented with a Series 2026B&C Supplemental Resolution for each series in substantially the form as previous bond issues submitted to it at such time when the details of the applicable series of the Series 2026B&C Bonds are known.

Section 7. **Declaration of Official Intent.** Section 1.150-2 of the Treasury Regulations promulgated pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, sets forth certain procedures relating to the treatment of "Reimbursement Bonds". The Authority expects to issue one or more series of qualified tax-exempt mortgage revenue bonds during calendar year 2026 and/or 2027 ("Reimbursement Bonds") of which a portion of the proceeds will be used to reimburse the Authority for the expenditures previously paid from certain funds and accounts of the Authority for qualified mortgage loans and/or pools of mortgage-backed securities (the "Reimbursement Loans"). The Authority hereby declares its official intent to reimburse all or a portion of certain expenditures with the proceeds of the Reimbursement Bonds or other borrowing. The maximum principal amount of Reimbursement Bonds expected to be issued for reimbursement of the "Revenue Reserve Fund of the South Carolina State Housing Finance and Development Authority" (the "Reimbursement Fund") for the Reimbursement Loans is $500,000,000 and on the date hereof the Authority "reasonably expects" to reimburse all or a portion of the expenditures from the Reimbursement Fund for the Reimbursement Loans with a portion of the Reimbursement Bonds or other borrowing. Such Reimbursement Loans will be originated or purchased on or after the date which is not more than 60 days prior to the approval date hereof. Such Reimbursement Loans are/will be credited to SCEIS Fund #60059017 SHA GRRF-095 or successor account number for such account or such other account designated by the Authority. The Authority "reasonably expects" to issue and/or convert $500,000,000 in obligations during calendar year 2026 and/or 2027 to fund the Authority's mortgage revenue bond program. Written evidence of the "reimbursement allocation" for the Reimbursement Loans shall be set forth in the closing transcript for the Reimbursement Bonds or other books and records of the Authority which shall be dated the date of delivery. This declaration shall take effect immediately.

Section 8. **General Authority**. The Board of Commissioners and its appropriate officers, attorneys, agents, and employees are hereby authorized to do all acts and things required of them by this Resolution or consistent or desirable in connection with the requirements hereof for the full, punctual, and complete performance of all the terms, covenants, and purposes contained in the applicable series of the Series 2026B&C Bonds and this Resolution, and each such member of the Board of Commissioners, officer, attorney, and employee is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated thereby and hereby.

Section 9. **Law and Place of Enforcement of the Resolution**. This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 10. **Effective Date**. This Resolution shall become effective immediately upon its adoption by the Board of Commissioners.

Section 11. **Severability**. The provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 12. **Repeal of Inconsistent Resolutions**. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall take effect and be in full force from and after its passage and approval.

EXHIBIT A

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

TO THE STATE FISCAL ACCOUNTABILITY AUTHORITY OF SOUTH CAROLINA	PETITION

This Petition of the South Carolina State Housing Finance and Development Authority (the "Authority") respectfully shows:

1. The Authority is empowered by the provisions of Title 31, Chapter 13, Code of Laws of South Carolina 1976, as amended (the "Act") upon the approval of the State Fiscal Accountability Authority of South Carolina (the "SFAA"), to issue bonds, the principal proceeds of which are to be applied to providing sanitary and safe residential housing for persons and families of low and moderate to low income at prices which such persons can afford and/or to refund any such bonds of the Authority.

2. The Authority has determined that there exists both a demand, and a need for money to provide mortgage loans directly (or indirectly through mortgage-backed securities) to members of the beneficiary classes at affordable prices. In order to meet such demand, the Authority requests that it be empowered to issue and sell one or more series of long-term tax-exempt bonds and/or long-term taxable bonds in an amount not to exceed $500,000,000 to make such mortgage loans directly (or indirectly through mortgage-backed securities) and/or to refund any such bonds of the Authority. Certain taxable and refunding portions of the Series 2026B&C Bonds (Tax-Exempt and/or Taxable) or such other numbering convention as may be necessary will not require the use of the State Ceiling. The Series 2026B&C Bonds (Tax-Exempt and/or Taxable) or such other numbering convention as may be necessary are collectively referred to as the "Series 2026B&C Bonds".

3. The Series 2026B&C Bonds, other than any portion of which are taxable, if any, will be "private activity bonds" within the meaning of such term in Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), which imposes a "volume cap" on private activity bonds (other than most refunding bonds) by way of a "State Ceiling" (as such term is used in Section 146(d) of the Code) applicable to each state.

4. The Authority is an "issuing authority" contemplated in 1-11-510 of the SC Code of Laws, as amended, and is authorized to receive an allocation of the State of South Carolina's private activity bond volume cap limit set forth in Section 146 of the Code. The SFAA is responsible for making allocations of the State Ceiling.

5. The Authority may utilize, to the extent required by the Code, State Ceiling carryforward previously allocated to the Authority so that the tax-exempt portion of the Series 2026B&C Bonds may be issued. In addition, the Authority may supplement the issuance of the tax-exempt portion of the Series 2026B&C Bonds with the issuance of long term taxable bonds to be blended with such long term tax-exempt bonds.

6. The Series 2026B&C Bonds will be issued pursuant to the General Resolution adopted by the Authority on September 13, 1994, a copy of which has been filed with the SFAA, and one or more Supplemental Resolutions to be adopted by the Authority.

7. It is anticipated that the Series 2026B&C Bonds issued in one or more series will be sold at prices and at rates which will enable the Authority to make mortgage loans directly (or indirectly through mortgage-backed securities) to members of the beneficiary classes at competitive rates. If the primary purpose of the applicable series of the Series 2026B&C Bonds is refunding prior bonds of the Authority, the Authority may determine that refunding certain of its prior bonds will result in lower total interest costs, after taking into consideration the costs of such refunding, and is expected to provide overall better economic return to the Authority over the life of the applicable series of the Series 2026B&C Bonds; however, such refundings may also be structured as replacement refundings for the purpose of preserving State Ceiling.

8. The income to be received by the Authority from the mortgage loans purchased directly with the proceeds of the applicable series of the Series 2026B&C Bonds (or indirectly through mortgage-backed securities) and invested reserves will produce a spread within any applicable arbitrage limits imposed by the United States Treasury but will at the same time provide a proper margin to insure the prompt payment of the principal of and interest on the applicable series of the Series 2026B&C Bonds and other bonds outstanding as they mature and become due and money to pay the expenses of the Authority for its program, including expenses incident to the servicing of the loans purchased with the proceeds of the applicable series of the Series 2026B&C Bonds and other bonds outstanding.

9. This Petition constitutes the Authority's request that the SFAA approve the issuance of the Series 2026B&C Bonds in one or more series.

10. It is anticipated that the applicable series of the Series 2026B&C Bonds will be rated at least "Aa" by Moody's Investors Service, Inc.

11. The Authority requests that the SFAA delegate to the State Treasurer (i) the ability to approve the principal amount and interest rate on the applicable series of the Series 2026B&C Bonds, (ii) to approve the form and substance of preliminary and final official statements to be distributed in connection with the sale of the applicable series of the Series 2026B&C Bonds; (iii) to approve the form and substance of a supplemental resolution or supplemental resolutions setting forth the terms and conditions of the applicable series of the Series 2026B&C Bonds; (iv) to approve the terms and conditions of the Purchase Contract(s); and (v) upon making a determination that the funds anticipated to be available for the payment of the Authority's bonds, including the applicable series of the Series 2026B&C Bonds, will be sufficient to provide for the payment of principal and interest thereon, to grant on behalf of the SFAA final approval for the issuance of the Series 2026B&C Bonds in one or more series. Prior to the issuance and delivery of the applicable series of the Series 2026B&C Bonds, the Authority will submit to the SFAA all information required by §31-13-220 of the Act, to wit:

(a) the purpose and the principal amount of the applicable series of the Series 2026B&C Bonds to be issued;

(b) the maturity schedule of the applicable series of the Series 2026B&C Bonds to be issued;

(c) a schedule showing the annual debt service requirements of all outstanding bonds and short-term notes of the Authority;

(d) a schedule showing the amount and source of revenues available for the payment of debt service on said bonds and short-term notes; and

(e) the method to be employed in selling the applicable series of the Series 2026B&C Bonds.

12. The Authority stands ready to produce any further information required by the SFAA.

WHEREFORE, on the basis of the foregoing, the Authority prays:

That the SFAA approve the issuance of the Series 2026B&C Bonds (or such other numbering convention) in one or more series.

Respectfully submitted,

SOUTH CAROLINA STATE HOUSING
FINANCE AND DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director

March 18, 2026

EXHIBIT B

THE STATE FISCAL ACCOUNTABILITY AUTHORITY OF SOUTH CAROLINA

A RESOLUTION

APPROVING THE ISSUANCE BY THE SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY OF SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY MORTGAGE REVENUE BONDS, SERIES 2026B&C (TAX-EXEMPT AND/OR TAXABLE) OR SUCH OTHER NUMBERING CONVENTION AS MAY BE NECESSARY IN ONE OR MORE SERIES

WHEREAS, pursuant to Chapter 13, Title 31, Code of Laws of South Carolina, 1976, as amended, (the "Act"), upon the approval of the State Fiscal Accountability Authority of South Carolina (the "SFAA"), the South Carolina State Housing Finance and Development Authority (the "Authority") is empowered to issue bonds, the principal proceeds of which will be applied to providing sanitary and safe residential housing for persons and families of low income and moderate-to-low income at prices which such persons can afford and/or to refund any such bonds of the Authority; and

WHEREAS, the Authority heretofore on September 13, 1994, adopted a General Resolution for the issuance of South Carolina State Housing Authority Mortgage Revenue Bonds to provide money for mortgage loans to the beneficiary classes and/or to refund any such bonds of the Authority and afterwards issued multiple series of its bonds pursuant to said General Resolution (the "General Resolution"); and

WHEREAS, in light of additional demand for mortgage loans, the Authority proposes to make provision for the issuance of additional Authority Mortgage Revenue Bonds in one or more series, which may include long-term tax-exempt bonds and/or long-term taxable bonds not requiring additional State Ceiling (the "Series 2026B&C Bonds") or such other numbering convention as may be necessary, in an aggregate par principal amount not to exceed $500,000,000, with the final amount to be determined on the basis of the apparent demand for mortgage loans to be made directly (or indirectly through mortgage-backed securities) with the proceeds of the applicable series of the Series 2026B&C Bonds and when a determination of the appropriate amount of bonds of the Authority for refunding can be made; and

WHEREAS, it is anticipated that the applicable series of the Series 2026B&C Bonds will be sold to underwriters (the "Underwriters") headed by BofA Securities, Inc. bearing interest at competitive rates; and

WHEREAS, such sale shall be made pursuant to a purchase contract(s) between the Authority and the Underwriters (the "Purchase Contract"); and

WHEREAS, the SFAA has given due consideration to the proposed undertaking of the Authority and wishes to give approval to the issuance and sale of the Series 2026B&C Bonds in one or more series, subject to the conditions set forth herein.

NOW, THEREFORE BE IT RESOLVED BY THE STATE FISCAL ACCOUNTABILITY AUTHORITY OF SOUTH CAROLINA IN MEETING DULY ASSEMBLED:

Section 1. Subject to the conditions set forth herein, approval is hereby granted by the SFAA to the issuance and sale by the Authority of not exceeding $500,000,000 of par principal amount of South

Carolina State Housing Finance and Development Authority Mortgage Revenue Bonds, Series 2026B&C (or such other numbering convention as may be necessary) in one or more series.

The applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) shall be secured by the General Resolution and shall be further secured by, and subject to such terms and conditions as shall be set forth in, a supplemental resolution or resolutions which shall hereafter be adopted by the Authority.

Section 2. The approval is granted provided that the Authority shall submit to the SFAA (and its delegated agent the State Treasurer) all information required to be submitted to it pursuant to Section 31-13-220 of the Act such as the following:

(a) the purpose and the principal amount of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) to be issued;

(b) the maturity schedule of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) to be issued;

(c) a schedule showing the annual debt service requirements of all outstanding bonds and short-term notes of the Authority which may include a cash flow certificate;

(d) a schedule showing the amount and source of revenues available for the payment of debt service on said bonds and short-term notes of the Authority; and

(e) the method to be employed in selling the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary).

Section 3. The State Treasurer is hereby delegated the authority to approve, on behalf of the SFAA, the items set forth below in Section 4.

Section 4. The approval is granted subject to the following conditions:

(a) The Authority shall submit to the SFAA all information required to be submitted to it pursuant to Section 31-13-220 of the Act as stated above;

(b) The State Treasurer shall approve the principal amount of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) and the rate of interest to be borne thereby upon the issuance and delivery thereof;

(c) The State Treasurer shall approve the form and substance of preliminary and final official statements to be distributed in connection with the sale of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary);

(d) The State Treasurer shall approve the form and substance of a supplemental resolution or supplemental resolutions setting forth the terms and conditions of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary);

(e) The State Treasurer shall approve the terms and conditions of one or more Purchase Contract(s); and

(f) The State Treasurer shall approve the issuance of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) on behalf of the SFAA upon making a determination that the funds anticipated to be available for the payment of the Authority's bonds and short-term notes, including the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary), will be sufficient to provide for the payment of principal and interest thereon thereafter to be outstanding as they become due.

Section 5. Approval is granted to the undertaking of the Authority to make mortgage loans directly (or indirectly through mortgage-backed securities) to members of the beneficiary classes to enable such borrower to acquire single family homes with all available proceeds from the applicable series of the Series 2026B&C Bonds which are hereby authorized and/or to refund any such bonds of the Authority (or such other numbering convention) in one or more series.

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

I, the undersigned Secretary of the South Carolina State Housing Finance and Development Authority (the "Authority"), DO HEREBY CERTIFY that the foregoing is a true, correct, and verbatim copy of a Resolution duly adopted by the Authority at a duly called meeting held on March 18, 2026.

WITNESS MY HAND this 18th day of March, 2026.

Secretary, South Carolina State Housing Finance and Development Authority

THE STATE FISCAL ACCOUNTABILITY AUTHORITY OF SOUTH CAROLINA

A RESOLUTION

APPROVING THE ISSUANCE BY THE SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY OF SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY MORTGAGE REVENUE BONDS, SERIES 2026B&C (TAX-EXEMPT AND/OR TAXABLE) OR SUCH OTHER NUMBERING CONVENTION AS MAY BE NECESSARY IN ONE OR MORE SERIES

WHEREAS, pursuant to Chapter 13, Title 31, Code of Laws of South Carolina, 1976, as amended, (the "Act"), upon the approval of the State Fiscal Accountability Authority of South Carolina (the "SFAA"), the South Carolina State Housing Finance and Development Authority (the "Authority") is empowered to issue bonds, the principal proceeds of which will be applied to providing sanitary and safe residential housing for persons and families of low income and moderate-to-low income at prices which such persons can afford and/or to refund any such bonds of the Authority; and

WHEREAS, the Authority heretofore on September 13, 1994, adopted a General Resolution for the issuance of South Carolina State Housing Authority Mortgage Revenue Bonds to provide money for mortgage loans to the beneficiary classes and/or to refund any such bonds of the Authority and afterwards issued multiple series of its bonds pursuant to said General Resolution (the "General Resolution"); and

WHEREAS, in light of additional demand for mortgage loans, the Authority proposes to make provision for the issuance of additional Authority Mortgage Revenue Bonds in one or more series, which may include long-term tax-exempt bonds and/or long-term taxable bonds not requiring additional State Ceiling (the "Series 2026B&C Bonds") or such other numbering convention as may be necessary, in an aggregate par principal amount not to exceed $500,000,000, with the final amount to be determined on the basis of the apparent demand for mortgage loans to be made directly (or indirectly through mortgage-backed securities) with the proceeds of the applicable series of the Series 2026B&C Bonds and when a determination of the appropriate amount of bonds of the Authority for refunding can be made; and

WHEREAS, it is anticipated that the applicable series of the Series 2026B&C Bonds will be sold to underwriters (the "Underwriters") headed by BofA Securities, Inc. bearing interest at competitive rates; and

WHEREAS, such sale shall be made pursuant to a purchase contract(s) between the Authority and the Underwriters (the "Purchase Contract"); and

WHEREAS, the SFAA has given due consideration to the proposed undertaking of the Authority and wishes to give approval to the issuance and sale of the Series 2026B&C Bonds in one or more series, subject to the conditions set forth herein.

NOW, THEREFORE BE IT RESOLVED BY THE STATE FISCAL ACCOUNTABILITY AUTHORITY OF SOUTH CAROLINA IN MEETING DULY ASSEMBLED:

Section 1. Subject to the conditions set forth herein, approval is hereby granted by the SFAA to the issuance and sale by the Authority of not exceeding $500,000,000 of par principal amount of South

Carolina State Housing Finance and Development Authority Mortgage Revenue Bonds, Series 2026B&C (or such other numbering convention as may be necessary) in one or more series.

The applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) shall be secured by the General Resolution and shall be further secured by, and subject to such terms and conditions as shall be set forth in, a supplemental resolution or resolutions which shall hereafter be adopted by the Authority.

Section 2. The approval is granted provided that the Authority shall submit to the SFAA (and its delegated agent the State Treasurer) all information required to be submitted to it pursuant to Section 31-13-220 of the Act such as the following:

(a) the purpose and the principal amount of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) to be issued;

(b) the maturity schedule of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) to be issued;

(c) a schedule showing the annual debt service requirements of all outstanding bonds and short-term notes of the Authority which may include a cash flow certificate;

(d) a schedule showing the amount and source of revenues available for the payment of debt service on said bonds and short-term notes of the Authority; and

(e) the method to be employed in selling the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary).

Section 3. The State Treasurer is hereby delegated the authority to approve, on behalf of the SFAA, the items set forth below in Section 4.

Section 4. The approval is granted subject to the following conditions:

(a) The Authority shall submit to the SFAA all information required to be submitted to it pursuant to Section 31-13-220 of the Act as stated above;

(b) The State Treasurer shall approve the principal amount of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) and the rate of interest to be borne thereby upon the issuance and delivery thereof;

(c) The State Treasurer shall approve the form and substance of preliminary and final official statements to be distributed in connection with the sale of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary);

(d) The State Treasurer shall approve the form and substance of a supplemental resolution or supplemental resolutions setting forth the terms and conditions of the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary);

(e) The State Treasurer shall approve the terms and conditions of one or more Purchase Contract(s); and

(f) The State Treasurer shall approve the issuance of the Series 2026B&C Bonds (or such other numbering convention as may be necessary) on behalf of the SFAA upon making a determination that the funds anticipated to be available for the payment of the Authority's bonds and short-term notes, including the applicable series of the Series 2026B&C Bonds (or such other numbering convention as may be necessary), will be sufficient to provide for the payment of principal and interest thereon thereafter to be outstanding as they become due.

Section 5. Approval is granted to the undertaking of the Authority to make mortgage loans directly (or indirectly through mortgage-backed securities) to members of the beneficiary classes to enable such borrower to acquire single family homes with all available proceeds from the applicable series of the Series 2026B&C Bonds which are hereby authorized and/or to refund any such bonds of the Authority (or such other numbering convention) in one or more series.

BURR FORMAN LLP
results matter

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June 16, 2026

South Carolina State Fiscal Accountability Authority
Columbia, South Carolina

Re: Not Exceeding $500,000,000 South Carolina State Housing Finance and Development Authority Mortgage Revenue Bonds, Series 2026B&C

We are acting as bond counsel in connection with the proposed issuance by the South Carolina State Housing Finance and Development Authority (the "Issuer"), of a par amount of not exceeding $500,000,000 of Mortgage Revenue Bonds, Series 2026B&C in one or more series (the "Bonds") described more fully in the package of materials transmitted to the South Carolina State Fiscal Accountability Authority ("SFAA") for consideration at the meeting scheduled for June 16, 2026. At your request, we are delivering this opinion in connection with the Issuer's Petition to the SFAA dated March 18, 2026, requesting approval of the issuance of the Bonds pursuant to Title 31, Chapter 13 of the Code of Laws of South Carolina 1976, as amended (the "Act").

In that capacity, we have examined originals or copies of A RESOLUTION MAKING PRELIMINARY PROVISION FOR THE ISSUANCE OF NOT EXCEEDING $500,000,000 (IN ONE OR MORE SERIES) AGGREGATE PRINCIPAL AMOUNT OF SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY MORTGAGE REVENUE BONDS, SERIES 2026B&C (TAX EXEMPT AND/OR TAXABLE) OR SUCH OTHER NUMBERING CONVENTION AS MAY BE NECESSARY, AND OTHER MATTERS RELATED THERETO adopted by the Issuer on March 18, 2026 and A PETITION REQUESTING AUTHORIZATION OF THE SOUTH CAROLINA STATE FISCAL ACCOUNTABILITY AUTHORITY FOR THE ISSUANCE BY THE SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY OF NOT EXCEEDING $500,000,000 PAR AMOUNT OF MORTGAGE REVENUE BONDS, SERIES 2026B&C dated March 18, 2026 (collectively, the "Proceedings"), and the form of A RESOLUTION APPROVING THE ISSUANCE BY THE SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY OF SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY MORTGAGE REVENUE BONDS, SERIES 2026B&C (TAX EXEMPT AND/OR TAXABLE) OR SUCH OTHER NUMBERING CONVENTION AS MAY BE NECESSARY IN ONE OR MORE SERIES to be adopted by the SFAA in connection with the issuance of the Bonds (the "SFAA Resolution"), and such other records and documents as we deem necessary or appropriate in rendering the opinions set forth herein ("Other Records").

In rendering the opinions expressed below, we have relied only upon our examination of the Proceedings and Other Records. We have not made or undertaken to make any investigation as to factual matters or as to the accuracy or completeness of any representation, warranty, data or any other information, whether written or oral, that may have been made by or on behalf of the Issuer, SFAA, or any other party relating to the Bonds. Further, we note for you that the SFAA Resolution specifically conditions the SFAA's approval of the Bonds upon the satisfaction of certain conditions and other actions described in the SFAA Resolution or the Act to occur after the adoption of the SFAA Resolution (the "Conditions").

In giving the opinions hereinafter expressed, we do not purport to be experts in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction other than the federal laws of the United States of America and the laws of the State of South Carolina, and the opinions are limited to the federal laws of the United States of America and the laws of the State of South Carolina.

Based on our examination and assumptions stated herein and subject to the stated qualifications and limitations, we are of the opinion on the date hereof that, under existing law:

1. The Proceedings contain the facts, information and findings necessary to support the findings made by the proposed SFAA Resolution.

2. The Proceedings contain the facts, information and findings necessary for the SFAA to approve the proposed SFAA Resolution; provided, however, we express no opinion about the SFAA's performance of its (i) duty of care, loyalty, good faith or oversight, (ii) business judgement, (iii) expression of public policy or (iv) undertaking as it relates to the evaluation of the creditworthiness or the ability of the Issuer to pay bondholders of the Bonds, if any.

3. The Proceedings comply with the requirements of the Act related to the SFAA approval.

4. If adopted, the SFAA Resolution complies with the applicable requirements of the Act relating to public approvals necessary for the issuance of the Bonds.

For purposes of the opinions set forth above, we express no opinion that any Conditions in the SFAA resolution will be satisfied after the adoption of the SFAA Resolution. Except as set forth herein, we express no opinion in connection with the issuance and sale of the Bonds. The opinion expressed above is rendered solely for your benefit in considering the approval of the issuance of the Bonds under the Act. The opinion may neither be relied on by you for any other purpose nor be used, quoted, or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinion expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

BURR & FORMAN LLP

Burr & Forman LLP

BURR & FORMAN

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[FORM OF APPROVING BOND COUNSEL OPINION FOR FISCAL ACCOUNTABILITY AUTHORITY AGENDA]

June __, 2026

South Carolina State Housing Finance
and Development Authority
Columbia, South Carolina

Re: $**[500,000,000]** South Carolina State Housing Finance and Development Authority Mortgage Revenue Bonds, Series 2026B&C

Ladies and Gentlemen:

We have acted as bond counsel to South Carolina State Housing Finance and Development Authority (the "Authority") in connection with the issuance of $**[500,000,000]** Mortgage Revenue Bonds, Series 2026B&C (the "Series 2026 Bonds"). In such capacity, we have examined such law and such certified proceedings and other documents as we have deemed necessary to give the opinions below.

The Series 2026 Bonds are issued by the Authority pursuant to (i) the South Carolina State Housing Finance and Development Authority Act of 1977, codified as Title 31, Chapter 13, Code of Laws of South Carolina, 1976, as amended (the "Act"), (ii) the approval of the State Fiscal Accountability Authority of South Carolina, (iii) the General Resolution adopted by the Authority on September 13, 1994, as amended (the "General Resolution") and (iv) the Series 2026 Supplemental Resolution adopted by the Authority on June **[17]**, 2026 (the "Series 2026 Supplemental Resolution"). The General Resolution and the Series 2026 Supplemental Resolution are collectively referred to hereinafter as the "Resolution" and capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Resolution.

As to questions of fact material to the opinions below, we have relied upon representations of the Authority contained in the Resolution, and on the certified proceedings and other certifications of representatives of the Authority and certifications of others furnished to us without undertaking to verify them by independent investigation, including without limitation, an opinion of general counsel to the Authority as to the Authority's compliance with all applicable laws with respect to the operation of the Program.

Based upon the foregoing, it is our opinion that, under existing law:

1. The Authority is validly existing as a public body corporate and politic of the State with the power to adopt the Resolution, perform the agreements on its part contained therein, and issue the Series 2026 Bonds.

2. The Series 2026 Supplemental Resolution has been duly adopted by the Authority and constitutes a valid and binding obligation of the Authority.

3. The General Resolution creates a valid lien on the Revenues and the other Funds pledged by the General Resolution for the security for the Series 2026 Bonds.

4. The Series 2026 Bonds have been duly authorized and executed by the Authority, and are valid and binding obligations of the Authority payable solely from the Trust Estate.

5. Interest on the Series 2026 Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, such interest on the Series 2026 Bonds may be taken into account for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion set forth in the preceding sentence is subject to the condition that the Authority comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, and continue to be, excludable from gross income for federal income tax purposes under Section 103 of the Code. The Authority has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Series 2026 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds.

6. Interest on the Series 2026 Bonds is exempt from all state, county, municipal, school district, and all other taxes or assessments provided by the laws of the State of South Carolina except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise and certain franchise taxes. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina, 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed on the entire net income of such bank which includes interest paid on the Series 2026 Bonds.

The rights of the owners of the Series 2026 Bonds and the enforceability of the Series 2026 Bonds and the Resolution are limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights and remedies of creditors and by equitable principles, whether at law or in equity.

We express no opinion herein regarding the accuracy, adequacy, or completeness of the Official Statement or relating to the Series 2026 Bonds, or regarding the attachment, perfection, or priority of the lien on Revenues or other funds created by the Resolution. Further, we express no opinion regarding tax consequences arising with respect to the Series 2026 Bonds other than as expressly set forth herein.

The opinions given in this letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

Very truly yours,

BURR & FORMAN LLP

STATE FISCAL ACCOUNTABILITY AUTHORITY REGULAR SESSION

MEETING OF June 16, 2026 ITEM NUMBER 18

AGENCY: State Fiscal Accountability Authority

SUBJECT: Future Meeting

The next regular meeting of the State Fiscal Accountability Authority will be held at 2:00 p.m. on Tuesday, August 18, 2026, in Room 252, Edgar A. Brown Building.

AUTHORITY ACTION REQUESTED:

Agree to meet at 2:00 p.m. on Tuesday, August 18, 2026, in Room 252, Edgar A. Brown Building.

ATTACHMENTS: